

To: Belser, Evan[Belser.Evan@epa.gov]
Cc: Brooks, Phillip[Brooks.Phillip@epa.gov]; 'nancy.seidman@state.ma.us'
(nancy.seidman@state.ma.us)[nancy.seidman@state.ma.us]; Hanna, Peg[Peg.Hanna@dep.nj.gov];
Cook, Leila[cook.leila@epa.gov]
From: Salmi, Chris
Sent: Thur 9/24/2015 9:12:01 PM
Subject:

Non-Responsive

Evan –

Non-Responsive

Thanks to you and your colleagues for the VW efforts. I'm sure it is keeping folks very busy.

Thanks again.

Chris

Non-Responsive

To: Geanacopoulos.David@vw.com[Geanacopoulos.David@vw.com];
Ex. 7 @vw.com
Cc: Brooks, Phillip[Brooks.Phillip@epa.gov]; Werner, Jacqueline[Werner.Jacqueline@epa.gov];
Belser, Evan[Belser.Evan@epa.gov]; stuart.drake@kirkland.com[stuart.drake@kirkland.com]
From: Kaul, Meetu
Sent: Fri 9/18/2015 2:16:39 PM
Subject: Notice of Violation
[VW NOV Final Executed 09-18-15.pdf](#)

Mr. Geanacopoulos and Ex. 7

Per your conversation this morning with Mr. Brooks and others, attached please find EPA's Notice of Violation issued today.

Please contact me with any questions.

Regards,

Meetu Kaul

Ms.Meetu Kaul, Attorney-Advisor

National Marine Enforcement Coordinator
United States Environmental Protection Agency
Office of Civil Enforcement - Air Enforcement Division
WJC South, Room 1117B
1200 Pennsylvania Ave., N.W. (MC 2242A)
Washington D.C. 20460 (Courier 20004)
Direct: 202-564-5472
Fax: 202-564-0069
Email: kaul.meetu@epa.gov



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

SEP 18 2015

OFFICE OF
ENFORCEMENT AND
COMPLIANCE ASSURANCE

*VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED*

Volkswagen AG
Audi AG
Volkswagen Group of America, Inc.
Thru:

David Geanacopoulos
Executive Vice President Public Affairs and General Counsel
Volkswagen Group of America, Inc.
2200 Ferdinand Porsche Drive
Herndon, VA 20171

Stuart Johnson
General Manager
Engineering and Environmental Office
Volkswagen Group of America, Inc.
3800 Hamlin Road
Auburn Hills, MI 48326

Re: Notice of Violation

Dear Mr. Geanacopoulos and Mr. Johnson:

The United States Environmental Protection Agency (EPA) has investigated and continues to investigate Volkswagen AG, Audi AG, and Volkswagen Group of America (collectively, VW) for compliance with the Clean Air Act (CAA), 42 U.S.C. §§ 7401–7671q, and its implementing regulations. As detailed in this Notice of Violation (NOV), the EPA has determined that VW manufactured and installed defeat devices in certain model year 2009 through 2015 diesel light-duty vehicles equipped with 2.0 liter engines. These defeat devices bypass, defeat, or render inoperative elements of the vehicles' emission control system that exist to comply with CAA emission standards. Therefore, VW violated section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B). Additionally, the EPA has determined that, due to the existence of the defeat

devices in these vehicles, these vehicles do not conform in all material respects to the vehicle specifications described in the applications for the certificates of conformity that purportedly cover them. Therefore, VW also violated section 203(a)(1) of the CAA, 42 U.S.C. § 7522(a)(1), by selling, offering for sale, introducing into commerce, delivering for introduction into commerce, or importing these vehicles, or for causing any of the foregoing acts.

Law Governing Alleged Violations

This NOV arises under Part A of Title II of the CAA, 42 U.S.C. §§ 7521–7554, and the regulations promulgated thereunder. In creating the CAA, Congress found, in part, that “the increasing use of motor vehicles . . . has resulted in mounting dangers to the public health and welfare.” CAA § 101(a)(2), 42 U.S.C. § 7401(a)(2). Congress’ purpose in creating the CAA, in part, was “to protect and enhance the quality of the Nation’s air resources so as to promote the public health and welfare and the productive capacity of its population,” and “to initiate and accelerate a national research and development program to achieve the prevention and control of air pollution.” CAA § 101(b)(1)–(2), 42 U.S.C. § 7401(b)(1)–(2). The CAA and the regulations promulgated thereunder aim to protect human health and the environment by reducing emissions of nitrogen oxides (NOx) and other pollutants from mobile sources of air pollution. Nitrogen oxides are a family of highly reactive gases that play a major role in the atmospheric reactions with volatile organic compounds (VOCs) that produce ozone (smog) on hot summer days. Breathing ozone can trigger a variety of health problems including chest pain, coughing, throat irritation, and congestion. Breathing ozone can also worsen bronchitis, emphysema, and asthma. Children are at greatest risk of experiencing negative health impacts from exposure to ozone.

The EPA’s allegations here concern light-duty motor vehicles for which 40 C.F.R. Part 86 sets emission standards and test procedures and section 203 of the CAA, 42 U.S.C. § 7522, sets compliance provisions. Light-duty vehicles must satisfy emission standards for certain air pollutants, including NOx. 40 C.F.R. § 86.1811-04. The EPA administers a certification program to ensure that every vehicle introduced into United States commerce satisfies applicable emission standards. Under this program, the EPA issues certificates of conformity (COCs), and thereby approves the introduction of vehicles into United States commerce.

To obtain a COC, a light-duty vehicle manufacturer must submit a COC application to the EPA for each test group of vehicles that it intends to enter into United States commerce. 40 C.F.R. § 86.1843-01. The COC application must include, among other things, a list of all auxiliary emission control devices (AECDs) installed on the vehicles. 40 C.F.R. § 86.1844-01(d)(11). An AECD is “any element of design which senses temperature, vehicle speed, engine RPM, transmission gear, manifold vacuum, or any other parameter for the purpose of activating, modulating, delaying, or deactivating the operation of any part of the emission control system.” 40 C.F.R. § 86.1803-01. The COC application must also include “a justification for each AECD, the parameters they sense and control, a detailed justification of each AECD that results in a reduction in effectiveness of the emission control system, and [a] rationale for why it is not a defeat device.” 40 C.F.R. § 86.1844-01(d)(11).

A defeat device is an AECD “that reduces the effectiveness of the emission control system under conditions which may reasonably be expected to be encountered in normal vehicle operation and

use, unless: (1) Such conditions are substantially included in the Federal emission test procedure; (2) The need for the AECD is justified in terms of protecting the vehicle against damage or accident; (3) The AECD does not go beyond the requirements of engine starting; or (4) The AECD applies only for emergency vehicles” 40 C.F.R. § 86.1803-01.

Motor vehicles equipped with defeat devices, such as those at issue here, cannot be certified. EPA, *Advisory Circular Number 24: Prohibition on use of Emission Control Defeat Device* (Dec. 11, 1972); *see also* 40 C.F.R. §§ 86-1809-01, 86-1809-10, 86-1809-12. Electronic control systems which may receive inputs from multiple sensors and control multiple actuators that affect the emission control system’s performance are AECDs. EPA, *Advisory Circular Number 24-2: Prohibition of Emission Control Defeat Devices – Optional Objective Criteria* (Dec. 6, 1978). “Such elements of design could be control system logic (i.e., computer software), and/or calibrations, and/or hardware items.” *Id.*

“Vehicles are covered by a certificate of conformity only if they are in all material respects as described in the manufacturer’s application for certification” 40 C.F.R. § 86.1848-10(c)(6). Similarly, a COC issued by EPA, including those issued to VW, state expressly, “[t]his certificate covers only those new motor vehicles or vehicle engines which conform, in all material respects, to the design specifications” described in the application for that COC. *See also* 40 C.F.R. §§ 86.1844-01 (listing required content for COC applications), 86.1848-01(b) (authorizing the EPA to issue COCs on any terms that are necessary or appropriate to assure that new motor vehicles satisfy the requirements of the CAA and its regulations).

The CAA makes it a violation “for any person to manufacture or sell, or offer to sell, or install, any part or component intended for use with, or as part of, any motor vehicle or motor vehicle engine, where a principal effect of the part or component is to bypass, defeat, or render inoperative any device or element of design installed on or in a motor vehicle or motor vehicle engine in compliance with regulations under this subchapter, and where the person knows or should know that such part or component is being offered for sale or installed for such use or put to such use.” CAA § 203(a)(3)(B), 42 U.S.C. § 7522(a)(3)(B); 40 C.F.R. § 86.1854-12(a)(3)(ii). Additionally, manufacturers are prohibited from selling, offering for sale, introducing into commerce, delivering for introduction into commerce, or importing, any new motor vehicle unless that vehicle is covered by an EPA-issued COC. CAA § 203(a)(1), 42 U.S.C. § 7522(a)(1); 40 C.F.R. § 86.1854-12(a)(1). It is also a violation to cause any of the foregoing acts. CAA § 203(a), 42 U.S.C. § 7522(a); 40 C.F.R. § 86-1854-12(a).

Alleged Violations

Each VW vehicle identified by the table below has AECDs that were not described in the application for the COC that purportedly covers the vehicle. Specifically, VW manufactured and installed software in the electronic control module (ECM) of these vehicles that sensed when the vehicle was being tested for compliance with EPA emission standards. For ease of reference, the EPA is calling this the “switch.” The “switch” senses whether the vehicle is being tested or not based on various inputs including the position of the steering wheel, vehicle speed, the duration of the engine’s operation, and barometric pressure. These inputs precisely track the parameters of the federal test procedure used for emission testing for EPA certification purposes. During EPA

emission testing, the vehicles' ECM ran software which produced compliant emission results under an ECM calibration that VW referred to as the "dyno calibration" (referring to the equipment used in emissions testing, called a dynamometer). At all other times during normal vehicle operation, the "switch" was activated and the vehicle ECM software ran a separate "road calibration" which reduced the effectiveness of the emission control system (specifically the selective catalytic reduction or the lean NOx trap). As a result, emissions of NOx increased by a factor of 10 to 40 times above the EPA compliant levels, depending on the type of drive cycle (e.g., city, highway).

The California Air Resources Board (CARB) and the EPA were alerted to emissions problems with these vehicles in May 2014 when the West Virginia University's (WVU) Center for Alternative Fuels, Engines & Emissions published results of a study commissioned by the International Council on Clean Transportation that found significantly higher in-use emissions from two light duty diesel vehicles (a 2012 Jetta and a 2013 Passat). Over the course of the year following the publication of the WVU study, VW continued to assert to CARB and the EPA that the increased emissions from these vehicles could be attributed to various technical issues and unexpected in-use conditions. VW issued a voluntary recall in December 2014 to address the issue. CARB, in coordination with the EPA, conducted follow up testing of these vehicles both in the laboratory and during normal road operation to confirm the efficacy of the recall. When the testing showed only a limited benefit to the recall, CARB broadened the testing to pinpoint the exact technical nature of the vehicles' poor performance, and to investigate why the vehicles' onboard diagnostic system was not detecting the increased emissions. None of the potential technical issues suggested by VW explained the higher test results consistently confirmed during CARB's testing. It became clear that CARB and the EPA would not approve certificates of conformity for VW's 2016 model year diesel vehicles until VW could adequately explain the anomalous emissions and ensure the agencies that the 2016 model year vehicles would not have similar issues. Only then did VW admit it had designed and installed a defeat device in these vehicles in the form of a sophisticated software algorithm that detected when a vehicle was undergoing emissions testing.

VW knew or should have known that its "road calibration" and "switch" together bypass, defeat, or render inoperative elements of the vehicle design related to compliance with the CAA emission standards. This is apparent given the design of these defeat devices. As described above, the software was designed to track the parameters of the federal test procedure and cause emission control systems to underperform when the software determined that the vehicle was not undergoing the federal test procedure.

VW's "road calibration" and "switch" are AECDs¹ that were neither described nor justified in the applicable COC applications, and are illegal defeat devices. Therefore each vehicle identified by the table below does not conform in a material respect to the vehicle specifications described in the COC application. As such, VW violated section 203(a)(1) of the CAA, 42 U.S.C. § 7522(a)(1), each time it sold, offered for sale, introduced into commerce, delivered for introduction into commerce, or imported (or caused any of the foregoing with respect to) one of the hundreds of thousands of new motor vehicles within these test groups. Additionally, VW

¹ There may be numerous engine maps associated with VW's "road calibration" that are AECDs, and that may also be defeat devices. For ease of description, the EPA is referring to these maps collectively as the "road calibration."

violated section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B), each time it manufactured and installed into these vehicles an ECM equipped with the “switch” and “road calibration.”

The vehicles are identified by the table below. All vehicles are equipped with 2.0 liter diesel engines.

Model Year	EPA Test Group	Make and Model(s)
2009	9VWXV02.035N	VW Jetta, VW Jetta Sportwagen
2009	9VWXV02.0U5N	VW Jetta, VW Jetta Sportwagen
2010	AVWXV02.0U5N	VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3
2011	BVWXV02.0U5N	VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3
2012	CVWXV02.0U5N	VW Beetle, VW Beetle Convertible, VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3
2012	CVWXV02.0U4S	VW Passat
2013	DVWXV02.0U5N	VW Beetle, VW Beetle Convertible, VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3
2013	DVWXV02.0U4S	VW Passat
2014	EVWXV02.0U5N	VW Beetle, VW Beetle Convertible, VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3
2014	EVWXV02.0U4S	VW Passat
2015	FVGAV02.0VAL	VW Beetle, VW Beetle Convertible, VW Golf, VW Golf Sportwagen, VW Jetta, VW Passat, Audi A3

Enforcement

The EPA’s investigation into this matter is continuing. The above table represents specific violations that the EPA believes, at this point, are sufficiently supported by evidence to warrant the allegations in this NOV. The EPA may find additional violations as the investigation continues.

The EPA is authorized to refer this matter to the United States Department of Justice for initiation of appropriate enforcement action. Among other things, persons who violate section 203(a)(3)(B) of the CAA, 42 U.S.C. § 7522(a)(3)(B), are subject to a civil penalty of up to \$3,750 for each violation that occurred on or after January 13, 2009;^[1] CAA § 205(a), 42 U.S.C. § 7524(a); 40 C.F.R. § 19.4. In addition, any manufacturer who, on or after January 13, 2009, sold, offered for sale, introduced into commerce, delivered for introduction into commerce, imported, or caused any of the foregoing acts with respect to any new motor vehicle that was not covered by an EPA-issued COC is subject, among other things, to a civil penalty of up to \$37,500 for each violation.^[2] CAA § 205(a), 42 U.S.C. § 7524(a); 40 C.F.R. § 19.4. The EPA may seek, and district courts may order, equitable remedies to further address these alleged violations. CAA § 204(a), 42 U.S.C. § 7523(a).

^[1] \$2,750 for violations occurring prior to January 13, 2009.

^[2] \$32,500 for violations occurring prior to January 13, 2009.

The EPA is available to discuss this matter with you. Please contact Meetu Kaul, the EPA attorney assigned to this matter, to discuss this NOV. Ms. Kaul can be reached as follows:

Meetu Kaul
U.S. EPA, Air Enforcement Division
1200 Pennsylvania Avenue, NW
William Jefferson Clinton Federal Building
Washington, DC 20460
(202) 564-5472
kaul.meetu@epa.gov

Sincerely,

A handwritten signature in black ink, appearing to read "Phillip A. Brooks".

Phillip A. Brooks
Director
Air Enforcement Division
Office of Civil Enforcement

Copy:

Todd Sax, California Air Resources Board
Walter Benjamin Fisherow, United States Department of Justice
Stuart Drake, Kirkland & Ellis LLP

To: Shepardson, David[DShepardson@detroitnews.com]
From: Grundler, Christopher
Sent: Mon 9/21/2015 4:20:07 PM
Subject: Re: here you go

The chronology in the notices makes clear that we were unwilling to certify the MY2016 diesel products

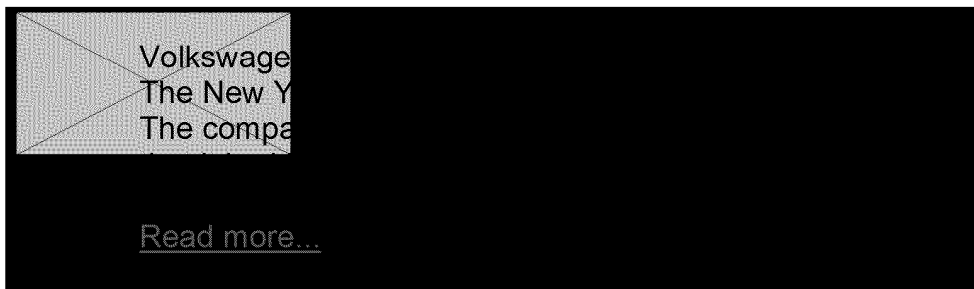
Christopher Grundler, Director
Office of Transportation and Air Quality
U.S. EPA
202-564-1682 (DC)
734-214-4207 (Ann Arbor)

On Sep 21, 2015, at 12:05 PM, Shepardson, David <DShepardson@detroitnews.com> wrote:

The admission came only after the E.P.A. threatened to withhold approval for Volkswagen's new 2016 models, according to letters sent to company officials by the E.P.A. and California regulators.

(It's not clear if that refers to all, and implies that threatened: EPA didn't do it)
Maybe it is a misread on my part.) Just let me know what you think

http://www.nytimes.com/2015/09/22/business/international/volkswagen-shares-recall.html?_r=0



David Shepardson

Detroit News Washington Bureau Chief
529 14th Street NW Suite 969
Washington, DC 20045
(202) 662-8735 (phone)
(202) 365-8210 (mobile)
twitter.com/davidshepardson

To: Grundler, Christopher[grundler.christopher@epa.gov]
From: Shepardson, David
Sent: Mon 9/21/2015 4:26:06 PM
Subject: Re: here you go

Thanks

But you still haven't right?

Just to be clear -- we are only talking about the 16 models under investigation. Not the other diesels in larger vehicles

David Shepardson
Detroit News Washington Bureau Chief
529 14th Street NW Suite 969
Washington, DC 20045
(202) 662-8735 (phone)
(202) 365-8210 (mobile)
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From: Grundler, Christopher <grundler.christopher@epa.gov>
Sent: Monday, September 21, 2015 12:20 PM
To: Shepardson, David
Subject: Re: here you go

The chronology in the notices makes clear that we were unwilling to certify the MY2016 diesel products

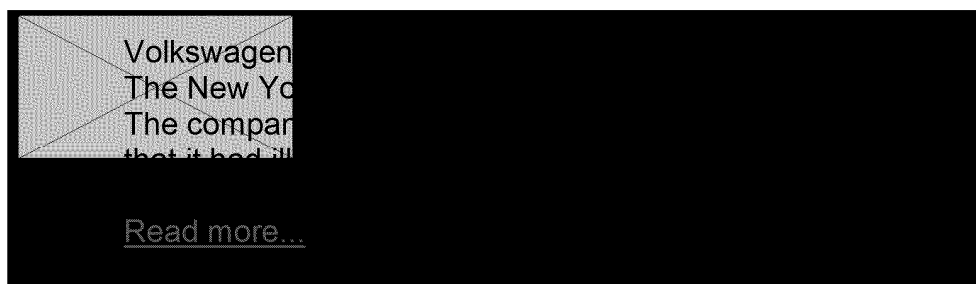
Christopher Grundler, Director
Office of Transportation and Air Quality
U.S. EPA
202-564-1682 (DC)
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http://www.nytimes.com/2015/09/22/business/international/volkswagen-shares-recall.html?_r=0



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To: Nikolaus.Steininger@ec.europa.eu[Nikolaus.Steininger@ec.europa.eu]
Cc: Maciej.SZYMANSKI@ec.europa.eu[Maciej.SZYMANSKI@ec.europa.eu];
Joanna.SZYCHOWSKA@ec.europa.eu[Joanna.SZYCHOWSKA@ec.europa.eu];
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Bcc: Werner, Jacqueline[Werner.Jacqueline@epa.gov]; Kelley,
Rosemarie[Kelley.Rosemarie@epa.gov]; Orehowsky, Gregory[Orehowsky.Gregory@epa.gov]; Kaul,
Meetu[Kaul.Meetu@epa.gov]
From: Belser, Evan
Sent: Wed 9/23/2015 3:23:07 PM
Subject: RE: Recall of Volkswagen diesel vehicles by EPA

Hello Klaus, and thank you for your note. Unfortunately I am not at liberty to discuss case facts that are not already public. Answering would also require speculation on my part which would not be appropriate. As I'm sure you can appreciate, this is a matter of federal law enforcement and we have an ongoing investigation. The answer to "why" VW did this will be part of our investigation.

Best Regards,

Evan

Evan Belser

Chief, Mobile Source Enforcement Branch, Air Enforcement Division

National Coordinator for Administrative Litigation, Office of Civil Enforcement

Office of Enforcement and Compliance Assurance

United States Environmental Protection Agency

202-564-6850

From: Nikolaus.Steininger@ec.europa.eu [mailto:Nikolaus.Steininger@ec.europa.eu]
Sent: Wednesday, September 23, 2015 10:57 AM
To: Belser, Evan
Cc: Maciej.SZYMANSKI@ec.europa.eu; Joanna.SZYCHOWSKA@ec.europa.eu;
pierre.bonnel@jrc.ec.europa.eu; martin.weiss@jrc.ec.europa.eu; Olechiw, Michael;
Barbara.BONVISSUTO@ec.europa.eu
Subject: RE: Recall of Volkswagen diesel vehicles by EPA

Dear Evan,

As you can imagine we have very intense discussions on the VW case on all levels at our end. One question, which pops up all the time is the motivation of VW for having the defeat device installed at the first place.

Basically some of the faulty vehicles have a SCR system installed and then the motivation is obviously saving urea, allowing for larger travel distances between refill intervals, basically for customer convenience. By the way, does EPA or CARB regulation require a minimum travel distance for which a full tank must provide urea (e.g. for assuming a poor urea supply infrastructure)? If so, VW might have a big problem to render the vehicles compliant even with a recall.

But other vehicles have a LNT installed. In such case the motivation for the defeat device would be a reduced fuel consumption, but this fuel consumption would not show on the regulatory test cycle, on which the defeat device by definition would not be active. VW would therefore not benefit from reduced fuel consumption/CO2 emission values for the US fleet target. It is true that the real driving fuel consumption would be slightly better with the defeat device on board, but is this a strong enough motivation to take such high risk (in particular in the US market with relatively low fuel prices)?

I would be very grateful if you could come back with your thoughts on this.

Regards,

Klaus

Nikolaus STEININGER
Policy officer

European Commission
DG GROWTH
C.4 Automotive and Mobility Industries

http://ec.europa.eu/growth/sectors/automotive/index_en.htm

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nikolaus.steininger@ec.europa.eu

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- is not necessarily comprehensive, complete, accurate or up-to-date
- should not be considered as professional or legal advice

From: STEININGER Nikolaus (GROW)
Sent: Monday, September 21, 2015 5:59 PM
To: 'Belser.evan@epa.gov'
Cc: SZYMANSKI Maciej (GROW); SZYCHOWSKA Joanna (GROW); BONNEL Pierre (JRC-ISPRA); WEISS Martin (JRC-ISPRA); 'Olechiw, Michael'
Subject: RE: Recall of Volkswagen diesel vehicles by EPA

Hi Evan,

Thanks a lot for your time on the phone. Let's stay in touch.

Regards,

Klaus

Nikolaus STEININGER
Policy officer

European Commission
DG GROWTH
C.4 Automotive and Mobility Industries

http://ec.europa.eu/growth/sectors/automotive/index_en.htm

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From: Olechiw, Michael [<mailto:olechiw.michael@epa.gov>]
Sent: Monday, September 21, 2015 2:37 PM
To: STEININGER Nikolaus (GROW)
Cc: SZYMANSKI Maciej (GROW); SZYCHOWSKA Joanna (GROW); BONNEL Pierre (JRC-ISPRA); WEISS Martin (JRC-ISPRA)
Subject: RE: Recall of Volkswagen diesel vehicles by EPA

Hello Klaus,

You can reference the Notice of Violation that we sent to VW:
<http://www3.epa.gov/otaq/cert/documents/vw-nov-caa-09-18-15.pdf>

This should help answer some of your questions. For now you may contact Evan Belser here at EPA. (Belser.ewan@epa.gov, 001-202-564-6850)

If you would like to talk this morning, I am available after 3 PM your time.

Best Regards,

Mike

Michael R. Olechiw

Director - Light-duty Vehicles and Small Engines Center

USEPA/OTAQ/ASD

2000 Traverwood Drive

Ann Arbor MI 48105

Tel: +1-734-214-4297

Mobile: +1-734-546-8079

Fax: +1-734-214-4050

olechiw.michael@epa.gov

From: Nikolaus.Steininger@ec.europa.eu [<mailto:Nikolaus.Steininger@ec.europa.eu>]

Sent: Sunday, September 20, 2015 9:24 AM

To: Olechiw, Michael

Cc: Maciej.SZYMANSKI@ec.europa.eu; Joanna.SZYCHOWSKA@ec.europa.eu; pierre.bonnel@jrc.ec.europa.eu; martin.weiss@jrc.ec.europa.eu

Subject: Recall of Volkswagen diesel vehicles by EPA

Dear Michael,

The recent recall of Volkswagen diesel vehicles by EPA is now all over the European media and it may have some implications for the ongoing development of real driving emission (RDE) legislation, mainly addressing NOx emissions of diesel vehicles, at our end. Therefore I would be very grateful if we could establish a contact on the working level on this topic. I am not sure whether you are the right person; if not maybe you could direct me to the appropriate expert at EPA (and/or CARB).

It would be particularly useful to know whether EPA's action is driven by the fact that VW diesel vehicles emit much more NOx "on the road" (i.e. measured with PEMS?) than on the test cycle - this is actually known since a long time and the reason of being for our RDE work (the degree of the RDE exceedance may of course vary from vehicle to vehicle and manufacturer to manufacturer). In such case I would be interested in the legal basis for requesting the recall, because to my knowledge the US limits (as the EU ones in the current Euro 6 implementing legislation, which we are about to change) are defined on a combination of test cycles only (?).

Or did VW vehicles picked from the road not fulfil the US emission limits on the set of regulatory test cycles (in the lab) if certain minor conditions, like position of the steering wheel etc., were modified? The media talk about "defeat devices" implemented by VW and identified by EPA (which would also be illegal in the EU, but unfortunately we have no really robust definition right now...) - but the meaning of this term in the given context is not clear from the media reports (which is not surprising...).

I would be very grateful if you came back to me in this matter as soon as possible.

Regards,

Klaus

Cc: Brooks, Phillip[Brooks.Phillip@epa.gov]; Kelley, Rosemarie[Kelley.Rosemarie@epa.gov]
To: Walter Benjamin Fisherow[Walter.Benjamin.Fisherow@usdoj.gov];
karen.dworkin@usdoj.gov[karen.dworkin@usdoj.gov]; Ex. 5, 7

Ex. 5, 7

From: Belser, Evan
Sent: Tue 9/22/2015 11:59:16 PM
Subject: Fwd: Summary of today's call with HEC Oversight staff

Evan Belser
Chief, Mobile Source Enforcement Branch
US EPA

Begin forwarded message:

From: "Emmerson, Caroline" <Emmerson.Caroline@epa.gov>
Date: September 22, 2015 at 6:39:51 PM EDT
To: "Wilson, Shari" <Wilson.Shari@epa.gov>, "Starfield, Lawrence" <Starfield.Lawrence@epa.gov>
Cc: "Kelley, Rosemarie" <Kelley.Rosemarie@epa.gov>, "Belser, Evan" <Belser.Evan@epa.gov>
Subject: Summary of today's call with HEC Oversight staff

The following is a summary of today's call with staff from the House Energy and Commerce Committee's Oversight Subcommittee. Republican and Democratic Staff participated in the call and Peter Spencer (Majority counsel) asked most of the questions. Present from OECA: Evan Belser, Rosemarie Kelley, John Senn, and Caroline Emmerson; OTAQ: Bryon Bunker, Janet Cohen, and Ben Hengst; and OCIR: Josh Lewis.

The focus of the scheduled 30 minute call was the EPA's September 18, 2015 NOV to VW. Summary of Q & A:

- What is the timeline for this issue? How did you find out about it? Evan summarized the statements from the NOV, p.4,

"CARB and the EPA were alerted to emissions problems with these vehicles in May 2014 when the West VA University's Center for Alternative Fuels, Engines and Emissions published the results of a study commissioned by ICCT..."

- What is ICCT? Bryon discussed ICCT's mission and contact with CARB and EPA; VW's recall; and additional testing of the vehicles by CARB and EPA per the

NOV (p. 4). Byron also mentioned that VW's US arm was looking for a technical problem and did additional testing. He said that it was clear that the recall did not address the emissions problems. OTAQ coordinated with the CARB team so there was not duplicative testing.

- Did VW make any statements about what they were doing? Was it a ruse? Evan said that any statements about what they were doing is speculation.
- Why didn't the OBD system catch this problem? Byron explained that the OBD should catch the defects and the check engine light did not go on.
- If the tailpipe emissions were high, why weren't the cars failing state emissions tests? Byron said that many state emissions tests only query the OBD system, so that's why the problem was not detected. It is yet to be confirmed, but it could be that the defeat device evaded state tests involving actual emission testing (it just evaded the federal test). EPA and CARB would not approve certificates of conformity for VW's 2016 model year diesel vehicles without an explanation of this issue.
- Committee staff pressed for information about how VW's defeat devices worked and asked: What statements did VW make when they came clean about these devices? Did they share any knowledge? What were they hoping to gain? Was it better engine economy? Evan replied that we can't provide answers beyond what's stated in the NOV. We are looking in to why they did it as part of our investigation. VW admitted to having a defeat device and acknowledged that defeat devices are illegal.
- Who were the people that you were interacting with regarding this matter? Byron said that VW's US arm was the conduit for the information from the manufacturer and his office talked with a mix of German and US employees.
- When the US VW office interacted with EPA, did they seem to have technical knowledge of what's going on?

Byron responded that the question is speculative and he did not answer.

- What are you all doing now? Evan said that we are running an investigation, assessing liability and figuring out remedies. Byron said that we are figuring out what vehicles may be recalled and how they will get fixed.
- Committee staff asked about other defeat device cases, and mentioned the 1998 engine cases. Evan mentioned that there have also been smaller cases involving aftermarket parts and software.
- Is there such thing as an accidental defeat device? Evan replied that we need to prove that they knew they are violating the law but not their intent.
- What is the next step? Evan responded that the NOV offers VW an opportunity to confer.

- How will the recall impact the performance of the vehicles? Byron said that the focus right now is finding the right remedy and consideration of other aspects is speculative at this point. Any recall will take into consideration the environmental benefit, technical feasibility, and the customer's experience.
- How will consumers be advised about this matter: Byron mentioned the Qs &As on OTAQ's website.

At the conclusion of the call, Peter Spencer mentioned the upcoming HEC Oversight hearing and his need to advise his Members of the best way to proceed. He said that he will probably will be talking with us again and might want to meet in person.

From: Lewis, Josh

Sent: Tuesday, September 22, 2015 3:26 PM

To: Belser, Evan; Emmerson, Caroline; Kelley, Rosemarie; Cohen, Janet; Bunker, Byron

Cc: Sutton, Tia; Levine, Carolyn; Haman, Patricia; Hengst, Benjamin

Subject: Follow up on VW call

Evan and Byron,

Thanks for handling the bulk of the call today, and thanks to others for participating as well. Sounds like there will be additional requests for calls or information (or both), so will let you know when those come in. In the meantime please call if you have anything you want to discuss regarding the call today or related issues.

Josh

From: Lewis, Josh

Sent: Tuesday, September 22, 2015 11:03 AM
To: Belser, Evan; Wehrly, Linc; Emmerson, Caroline; Kelley, Rosemarie; Cohen, Janet
Cc: Sutton, Tia; Levine, Carolyn; Haman, Patricia; Hengst, Benjamin
Subject: UPDATE RE: Confirming VW call today at 1:30 with House energy and commerce

We're going to push this to 2 pm and just do ½ hour from 2-2:30. Same conference room if you want to join in person – 3428 WJC-North

Josh Lewis

EPA/Office of Congressional Affairs

Office: 202 564 2095

Cell: 202 329 2291

From: Lewis, Josh
Sent: Tuesday, September 22, 2015 10:56 AM
To: Belser, Evan; Wehrly, Linc; Emmerson, Caroline; Kelley, Rosemarie; Cohen, Janet
Cc: Sutton, Tia; Levine, Carolyn; Haman, Patricia
Subject: RE: Confirming VW call today at 1:30 with House energy and commerce

Ex. 5

Josh

From: Belser, Evan
Sent: Tuesday, September 22, 2015 10:29 AM
To: Lewis, Josh; Wehrly, Linc; Emmerson, Caroline; Kelley, Rosemarie; Cohen, Janet
Cc: Sutton, Tia; Levine, Carolyn; Haman, Patricia

Subject: RE: Confirming VW call today at 1:30 with House energy and commerce

Josh and all,

Ex. 5

Thanks,
Evan

Evan Belser

Chief, Mobile Source Enforcement Branch, Air Enforcement Division

National Coordinator for Administrative Litigation, Office of Civil Enforcement

Office of Enforcement and Compliance Assurance

United States Environmental Protection Agency

202-564-6850

Do not release this email. This is confidential attorney-client communication and privileged attorney work product created for law enforcement purposes.

From: Lewis, Josh

Sent: Tuesday, September 22, 2015 7:23 AM

To: Belser, Evan; Wehrly, Linc; Emmerson, Caroline; Kelley, Rosemarie; Cohen, Janet
Cc: Sutton, Tia; Levine, Carolyn; Haman, Patricia
Subject: Confirming VW call today at 1:30 with House energy and commerce

To follow up on my message below, sounds like we're good for a 130 call today. I'll get a scheduler out later this morning with call in # and room in wjc north for those who want to come in person.

Ex. 5

I am on my cell phone this morning in case anyone needs to talk.

Ex. 6

On Sep 21, 2015, at 11:54 AM, Lewis, Josh <Lewis.Josh@epa.gov> wrote:

Peter Spencer from the Energy and Commerce Committee has asked for a phone call “to walk through the facts we know so far.” He wanted it today, I told him tomorrow is more likely doable. I talked to Tia in OTAQ and we’re thinking of offering 1:30-2:30 or 3:30-4:30 tomorrow for the call.

Can you let me know how you want to staff this in OECA, and if you have a preference on timing?

Josh Lewis

EPA/Office of Congressional Affairs

Office: 202 564 2095

Cell: 202 329 2291

To: Kaul, Meetu[Kaul.Meetu@epa.gov]; Brooks, Phillip[Brooks.Phillip@epa.gov]
From: ???nfzm
Sent: Thur 9/24/2015 4:50:50 PM
Subject: Interview Application and Questions From Southern Weekly, a Chinese Newspaper

Dear EPA,

My name is Jiachen Yue and I am a reporter from Southern Weekly, China's most popular investigative newspaper. We are the only newspaper who interviewed U.S President Obama during his visit to China in 2009.

I noticed that Volkswagen were questioned by the U.S. Environmental Protection Agency on the matter of Exhaust Emissions Device fraud. As a newspaper continuing focus on environment issues, we would like to know more detailed information. Here is my question :

1. When and How did EPA find Volkswagen emissions fraud problem?
2. How does EPA expect Volkswagen solve this problem?
3. As far as we know, exhaust emissions devices of those involved vehicles were supplied by German Bosch Worldwide. Do you think Bosch should therefore take responsibilities?
4. What kind of influence did the Volkswagen produce to the US environment? Why didn't we find it during the past six years ?

Looking forward to your reply. My deadline is this Friday so please let me know as soon as possible. Many thanks!

Best,
Jiachen

September 24, 2015

Tel: 86-20-83000817

Email: nfzmyjc@163.com

To: vwemporium@aol.com[vwemporium@aol.com]; McDaniel, Doug[McDaniel.Doug@epa.gov]; Pugliese, Holly[pugliese.holly@epa.gov]; Ruske, Ross[Ruske.Ross@epa.gov]
From: European Parts
Sent: Fri 9/18/2015 8:03:45 PM
Subject: Re: Some key points of interest EPA emission violations.
RTK technologies vs Jack Shapiro.pdf

Attention EPA.....

Maybe I wasn't so wrong here, and shouldn't be ignored when stating something!

<http://www.nytimes.com/2015/09/19/business/volkswagen-is-ordered-to-recall-nearly-500000-vehicles-over-emissions-software.html?hp&action=click&pgtype=Homepage&module=first-column-region®ion=top-news&WT.nav=top-news&r=0>

Especially with very recent reports that seem to fall on deaf ears by me directly.

So you let this continue for 6 years.....?

Be advised VW-AUDI TFSI and TSI 2005> all do this for GAS cars..... not just diesels.

2000> ALL VW-AUDI supporting KWP 2000 updates have done this, additionally for misfire deletes or CAT thresholds by OEM andThe AFT I very recently reported.

So I am being sued in Federal Court, by a Foreign National Company that purports this fraud, and illegal acts due to your failure to listen.

Seems not so fair, and I am extremely disappointed with Government right now, I have been hung out to dry. FAIL!

Sincerely,

Jack Shapiro E.P.E.
VAS>Geko ASE Extern
7076062 NYS DMV
SAE>NASTF

European Parts Emporium
Immobilizer Solutions
1001 State Route 17K
Montgomery New York 12549 USA

vwemporium@aol.com

845-457-9808 TEL/FAX
845-784-0335 Net

-----Original Message-----

From: Pugliese.Holly <Pugliese.Holly@epamail.epa.gov>
To: vwemporium <vwemporium@aol.com>
Cc: Chris.White <Chris.White@mail.house.gov>

Sent: Tue, Apr 6, 2010 9:42 am
Subject: Re: EPA VW Issue.

Mr. Shapiro.

The SVM tool allows for access to and the reconfiguration of manufacturer calibration information contained in VW's vehicle modules. Throughout the history of EPA's involvement in regulating service information, we have been supportive of manufacturer efforts to control and protect the access to the underlying computer code and/or the ability to change vehicle configurations. EPA has always asserted that, while aftermarket shops need the ability to reprogram emissions-related modules, access to the underlying code is not required to complete a repair. In fact, requiring manufacturers to allow such access would undermine EPA's anti-tampering laws which make a federal offense to intentionally or unintentionally alter the original EPA certified configurations of a vehicle.

EPA has worked closely with manufacturers and the aftermarket over the years to balance the needs of the aftermarket to be able to complete emissions-related repairs while allowing manufacturers to prevent tampering and manage liability. There is nothing in the regulations that require manufacturers to make available the means to do a repair in exactly the same manner as a dealer. In fact, the pass-through reprogramming provisions in our regulations specifically require manufacturers to adopt the generic industry standard developed by the Society of Automotive Engineers for pass-through reprogramming to ensure that aftermarket shops can perform reprogramming without having to invest in more costly manufacturer-specific tools that dealers are required to purchase to perform these same repairs.

VW has 3 options in place for the aftermarket to complete repairs such as this that require a security ID that you have been requesting.

- VW's fulfillment house provides a service whereby VW technical support staff can, through an on-line connection to the diagnostic tool, enter the password required to complete the operation
- VW's service information web site provides access to software that makes this function available for use with a lap top and a pass thru device. An enrollment process is required for security reasons, which EPA believes is reasonable.
- VW also participates in the Secure Data Release Model which was developed as a joint effort between manufacturers and the National Automotive Service Task Force which specifically designed to allow "registered" independents to obtain access to security information. An enrollment process is required for this as well.

While we understand that more sophisticated technicians may wish to have access to the underlying module information that some dealers have access to, EPA regulations do not compel manufacturers to do so if they have in place reasonable alternatives to complete the same repairs. In the case, we believe that VW has made available several reasonable options and therefore we do not think it is appropriate to require VW to release the SVM tool.

Regards,

Holly

From:	vwemporium@aol.com
To:	Holly Pugliese/AA/USEPA/US@EPA
Cc:	Chris.White@mail.house.gov
Date:	03/18/2010 06:29 PM
Subject:	Re: EPA VW Issue.

Hello Holly,

The information I sent you was a simulation of what can be experienced but not exactly what I experienced, and I believe I was clear and apologize if I was not. The module will not retain the coding in certain instances. It will become all zeros if there is a disruption on the gateway, or the grounds cause some sporadic spike for the ABS module etc. Including power interruption as stated by VW, is correct if just pulling a fuse.

I experienced the coding of the ABS module to go to all zeros, however I could still communicate with the module and if you don't have the SVM access you can't configure the module even with the current base CD 16 other than via SVM.

Based on the final rule of 2003 I bought the tester VAS 5052 at full retail. I am entitled to the information, all services a dealer technician is to have access to. There was no crippled emissions only version made or offered in the USA at any time.

The repair information or the tester can't access the config of this module at all. It must enter a proprietary mode via the SVM server known as 83 communication mode, as I have stated before in order to recode, or install a new ABS module to config.

I have since figured out how to duplicate what I have stated above, by not removing a fuse, and can send you screen shots as well as a data log of the communication to prove you, your obd engineer and VW are incorrect.

This is also incorrect in regards to the following statement with answers .

"EPA OBD engineers have reviewed the additional information you provided to us and we consulted with VW. VW advised us that they are aware of the fact that, when an ABS module has a loss of communication, it will not communicate the long code data, as it has lost communication. According to VW, the module itself does not lose the data, (INCORRECT not each time) it merely cannot broadcast it when it has lost communication. When power to the module is restored, the long coding data can then be read. (THIS IS INCORRECT!) (You can only read that it is now zero long coding string lost, you can talk to the module of the ABS but it has lost its config as I have stated previous. At this point you require SVM via the GTI test plan or any other for this driveline)

The test you conducted by removing a fuse to simulate the bad ground the car had initially (as shown in the screen shots you provided) (YES BASED ON THE SCREEN SHOTS I PROVIDED BUT I ALSO ASKED YOU IF YOU REQUIRED MORE DETAILED DATA AND ALSO DESCRIBED THE PROBLEM LONG BEFORE TO YOU IN PREVIOUS EMAILS) subsequently set codes in all other modules indicating that no communication was received from the ABS module. Again, a module will not communicate on the bus if it has lost power supply. When the power is restored, the module will show all data, and can be read with a scan tool. This module does not require reprogramming or reconfiguration as this information is retained in the module. (THIS IS ALSO INCORRECT. Not in all cases such as the one I have requested the data in regards to.)

According to VW service information is available to aftermarket shops for all models that receive vehicle speed from the ABS controller. In addition, service diagnostics information is available for all VW platforms to diagnose the "Loss of Communication" fault that you reported, regardless of the actual location of the vehicle speed sensor (VSS). VW also has a technical service bulletin for a scan tool software release 14.88.00 (released Aug. 7, 08) "that may not code these modules

correctly and it will take SW 14.89.00 (released Sept. 17, 08) before this condition is corrected". (THIS HAS NEVER BEEN CORRECTED BECAUSE THE VAS 5052 TESTER CANT ENTER 83 MODE MANUALLY OTHER THEN VIA THE SVM SERVER TO DATE AUTOMATICALLY)

Scenario :

OK for example: If you have a a faulty abs module. Which will not communicate with the above condition for example, power loss IE grounds, water damage, etc. You require a new abs ECU. I install a new one, Its factory default coding will be coded all zeros. I plug in my VAS 5052 tester purchased from VW with a full up to date subscription of base 16 In order to configure. I am then asked by the tester for my Username and password for Geko access for SVM to finish the repair. Hence why I am asking for your assistance in this matter! VW wont allow login for geko cars below 2010.

And

I believe this is an important safety issue as well.

Please provide the proper contacts if you have them.

I believe this is still a EPA authority based on the final rule. As I have stated above. Am I incorrect with what I have stated in regards to buying a complete factory tester at full retail price?
I purchased my tool in good faith with the impression I would be able to perform safe and complete repairs to compete with the dealer network on a fair playing field, to provide safe and emission compliant repairs as I am required to by law as per the DMV regulations of NYS as a licensed repair facility.

Please advise

Regards,

Jack Shapiro

-----Original Message-----

From: Pugliese.Holly@epamail.epa.gov
To: vwemporium@aol.com
Cc: Chris.White@mail.house.gov
Sent: Thu, Mar 18, 2010 3:49 pm
Subject: Re: EPA VW Issue.

Mr. Shapiro:

Based on the additional information you provided to us, it seems the fundamental issue you are having after conducting the GTI test plan is that you are still unable to read the long code data for the ABS module with a U0121 code set. It is your position that this is an emissions-related issue and that the aftermarket must have access to VW's SVM tool in order to properly perform a repair as there is no technician help line available for independent technicians.

Based on the information you provided to us, it appears that you were attempting to read ABS information when the module did not have a proper power supply (i.e. bad ground).

EPA OBD engineers have reviewed the additional information you provided to us and we consulted with VW. VW advised us that they are aware of the fact that, when an ABS module has a loss of communication, it will not communicate the long code data, as it has lost communication. According to VW, the module itself does not lose the data, it merely cannot broadcast it when it has lost communication. When power to the module is restored, the long coding data can then be read. The test you conducted by removing a fuse to simulate the bad ground the car had initially (as shown in the screen shots you provided) subsequently set codes in all other modules indicating that no communication was received from the ABS module. Again, a module will not communicate on the bus if it has lost power supply. When the power is restored, the module will show all data, and can be read with a scan tool. This module does not require reprogramming or reconfiguration as this information is retained in the module.

According to VW service information is available to aftermarket shops for all models that receive vehicle speed from the ABS controller. In addition, service diagnostics information is available for all VW platforms to diagnose the "Loss of Communication" fault that you reported, regardless of the actual location of the vehicle speed sensor (VSS). VW also has a technical service bulletin for a scan tool software release 14.88.00 (released Aug. 7, 08) "that may not code these modules correctly and it will take SW 14.89.00 (released Sept. 17, 08) before this condition is corrected".

After reviewing the information you provided, we have concluded that the SVM tool is not necessary for this particular repair and that EPA does not have the legal authority to require the release of the SVM tool.

Regards,

Holly Pugliese
US EPA

From: vwemporium@aol.com
To: Holly Pugliese/AA/USEPA/US@EPA
Cc: Chris.White@mail.house.gov
Date: 03/18/2010 12:02 PM
Subject: Re: EPA VW Issue.

Hello Holly,

Is there a response?

I also wanted you to be advised I requested a username and password again via a customer advocate verbally over the telephone.

Ref # 100119652

There response was to inform me over the phone, VW, has not changed there position.

I let them know I would be moving forward civil and on a media level if they could not supply a use of this service in 30 days.

I asked them to reconsider there position on the matter.

I was wondering have they reconsidered allowing me access to this service through you and do you have the power to enforce this if they have not?

Regards,

Jack Shapiro

-----Original Message-----

From: Pugliese.Holly@epamail.epa.gov

To: vwemporium@aol.com

Cc: Chris.White@mail.house.gov

Sent: Wed, Mar 10, 2010 3:42 pm

Subject: Re: EPA VW Issue.

We are working on a formal response which we should have for you by the end of the week. Thank you for your patience.

From: vwemporium@aol.com
To: Holly Pugliese/AA/USEPA/US@EPA
Cc: Chris.White@mail.house.gov
Date: 03/08/2010 02:45 PM
Subject: EPA VW Issue.

Hello Holy Pugliese EPA,

Is there any information in regards to this issue with VW-Audi for the SVM-GEKO system?
It has been many months with no information.

Do you require any additional information?
Do you have correspondence form VW-Audi for me to review for rebuttal?

Best,

Jack Shapiro

Hello Holly Pugliese EPA

Please see data attached via scan of my car 2009 TDI.

If you require screen shots of the VAS 5052 or repair data to back up my previous statements for this car, or other earlier cars with similar issues prior to 2010 requiring SVM potentially, let me know.

This was induced by pulling a fuse to simulate the bad ground the car had initially, also causing the config of the ABS long coding to become all zeros.

TSB/TECH tip reference to support such claims below that an issue existed even on the dealer level.

TSB/Tech tip which we as independents didn't get access to until end Dec of 2008.

TT 45-08-05

2009 Jetta, GTI, EOS, Rabbit - ABS Module Long Coding

The above listed vehicles are equipped with a long coded ABS module. Tester software (SW) 14.88.00 may not code these modules correctly and it will take SW 14.89.00 before this condition is corrected. In the meantime, please read out any long coded ABS units before replacing the ABS module or the instrument cluster, in order to manually reinstall the coding in a replacement part. If the coding has been lost for any reason, try to code through the GTI test plan and, if an error is still returned, contact the VW Technician's Help line. A workaround process is in place.

After conducting this test path the only thing left is SVM as there is no Tech help line open to independents.

Please advise.

Best,
Jack Shapiro

Proprietary area of scanner :

1 Fault Found:

049441 - No Communication with ABS Brake Control Module

U0121 - 000 - - - Intermittent

Freeze Frame:

Fault Status: 00100000

Fault Priority: 2

Fault Frequency: 1

Mileage: 2737 km

Time Indication: 0

Date: 2000.00.00

Time: 01:07:05

OBD2 mode of scanner waiting to pend with problem induced to recreate.
With reset of DTC's still showing pend for issue.

Mode 07: Pending emission related fault codes

Address 7E8: 1 Fault Found:

U0121 - No Communication with ABS Brake Control Module

Mode 9 : Calibration Identification
Type 02 - VIN : 3VWAL71K19M007485 (Address E8)
Type 04 - Calibration ID : 03L997016N 5109 (Address E8)
Type 06 - Calibration Verification Number : F8D4A8FC (Address E8)
Type 0A - Controller Name : ECM-Engine Control (Address E8)

Mode 07: Pending emission related fault codes
Address 7E8: 1 Fault Found:
U0121 - No Communication with ABS Brake Control Module

OBD DTCs erased

Mode 07: Pending emission related fault codes
Address 7E8: 1 Fault Found:
U0121 - No Communication with ABS Brake Control Module

-----Original Message-----

From: Pugliese.Holly@epamail.epa.gov
To: vwemporium@aol.com
Sent: Fri, Jan 8, 2010 8:18 am
Subject: Re: update on EPA discussion with VW

If I understand you correctly, you are suggesting that access is needed to ABS and other systems through SVM because they trigger emissions related DTCs? Is that correct? I just want to make sure I understand your assertion so I can communicate further with VW.

thanks..

From: vwemporium@aol.com
To: Holly Pugliese/AA/USEPA/US@EPA
Cc: Chris.White@mail.house.gov
Date: 01/07/2010 04:02 PM
Subject: Re: update on EPA discussion with VW

Mrs. Pugliese,

I believe I have made myself very clear here and I am not only referring to the Immobilizer program when referring to the technical service bulletin I provided you.

The program I have specifically referred to is **SVM**

SVM: stands for Software Version Management. (This also requires a user name and password for Geko even for cars below 2010) Cars that may require coding range from 1989> from the introduction of the VAG1551 to present day which clearly states will effect emissions if not done proper via the repair manual.

The repair manual used to contain the coding and long coding data to configure these options. It has been deliberately removed and I can prove this if you require.

They moved it to the factory tester and then to the online server via **SVM**.

This was denied to me on my very own VW Jetta TDI 2009 car via the factory tester. For long coding the ABS and ESP to the car to work with the engine ECU which clearly displayed a fault for the impairment. A DTC constitutes failure of emissions in the engine ECU. when informed via the gateway that the ABS is at odds.

This access is required in order to perform emissions related repairs.

As I have said in your final rule they must make available all the same services of the factory tester to me that they provide to there dealership even if non related to emissions due to not selling a crippled emissions version only. This would have been registered with you and was not ever to this day or at time I purchased my OEM VAS 5052 factory scanner.

Please advise,

Jack Shapiro

-----Original Message-----

From: Pugliese.Holly@epamail.epa.gov

To: vwemporium@aol.com

Cc: Chris.White@mail.house.gov

Sent: Thu, Jan 7, 2010 3:10 pm

Subject: Re: Fwd: update on EPA discussion with VW

Mr. Shapiro. Attached is a summary of EPA's finding regarding the VW issues that have been raised to us. In short, we do not believe that VW is in violation of EPA's service information regulations based on the the information we have been provided to date. Please read through this and if you have any questions or additional information you would like us to consider, please let me know.

Regards,

Holly Pugliese
US EPA

From: vwemporium@aol.com

To: Holly Pugliese/AA/USEPA/US@EPA

Cc: Chris.White@mail.house.gov

Date: 12/28/2009 01:53 PM

Subject:

Fwd: update on EPA discussion with VW

Hello Mrs. Pugliese EPA US Federal Government,

I have left 3 phone messages in your office since the end of Oct. With the last one today being left.

Is there anything to report on the status of this situation?

VW-Audi yet again has modified the procedure of which to perform the actions required and still have not made available an SVM program with Geko program that is in the same fair competition manner as there franchises to the aftermarket repair shop.

They have changed suppliers and criteria in which they supply information again.

I have been told via a letter they will no longer supply technical bulletins in the manner they have in the past.

Keep in mind these bulletins are the ones we submitted to you with the evidence supplied.

What are you doing about this?

When do I get a username and password to access SVM Geko, the same information and repair procedures/instructions for the factory scanner I purchased from VW-Audi at not a reduced price that was registered with the EPA? In the same manner as a franchise with all required data in order to perform repairs.

Best Regards,
Jack Shapiro

-----Original Message-----

From: Pugliese.Holly@epamail.epa.gov

To: vwemporium@aol.com

Sent: Thu, Oct 15, 2009 1:04 pm

Subject: Re: update on EPA discussion with VW

Hi Jack and thanks for the additional info. I don't have anything in writing to share with you at this point. We have had a few conference calls and EPA is analyzing the situation so we can make a decision. I don't think I need anything else from you at this point, I have all of the the e-mails you sent to Jim Clyne so I will keep you posted.

Thanks.

Holly

From: vwemporium@aol.com
To: Holly Pugliese/AA/USEPA/US@EPA
Cc: Chris.White@mail.house.gov
Date: 10/14/2009 12:18 PM
Subject: Re: update on EPA discussion with VW

t Hello Mrs. Pugliese,

This is not just about service information.

It was also in regards to the factory tester not being supported which I purchased from them and a subscription I'm currently maintaining. However I'm not getting nor have I been given access to the same services as the dealer level for the machine. User name and password for GEKO and SVM server access in order to configure control units and marry immobilizers. They are separate services.

Has VW-Audi provided you with any documentation that I may review so I may further research what they state in writing to you?

I am beyond confident I can prove what I have submitted already.

If you require any information or an outside understanding of a service please ask me.

It is my understanding that VW-Audi has purposely tried to convolute the data in order to make it seem like they comply to the EPA and Federal Government when they clearly do not with there Geko program.

I am clearly not referring to Pass-Thru in regards to the functions of the factory tester that have been denied to me. Pass-Thru has only recently become available and the services are still not there I describe. This data has been withheld from me for several years.

Additionally I purchased a life membership for Geko through Resolve Archway Corp on behalf of VW-Audi many years ago. I have already passed a back ground check, am bonded in the state of NY Licensed as a retail repair facility and dealer. They are now trying to change these conditions along with make me sign a different contract using a Pass-Thru device.

I request you enforce them to make the machine VAS 5052 supported as there dealers use that I purchased with the same services extended to me with continuity.

Please advise

Best,

Jack Shapiro

European Parts Emporium
1001 State Route 17K
Montgomery New York 12549 USA

vwemporium@aol.com

845-457-9808 TEL
845-457-9462
845-457-9461 FAX

NYS DMV LIC # 7076062

-----Original Message-----

From: Pugliese.Holly@epamail.epa.gov
To: vwemporium@aol.com
Cc: jjclyne@gw.dec.state.ny.us
Sent: Wed, Oct 14, 2009 11:31 am
Subject: update on EPA discussion with VW

Hello Mr. Shapiro. This is a quick note to let you know that EPA is in conversations with VW on the recent issues you raised regarding the availability of their service information. We haven't come to any conclusions yet, but I will keep you posted. If you have any questions in the meantime, please contact me directly.

Regards,

Holly Pugliese
US EPA
734-214-4288
pugliese.holly@epa.gov

From: vwemporium@aol.com [<mailto:vwemporium@aol.com>]
Sent: Tuesday, May 11, 2010 2:50 PM
To: Immekus, Kurt; VWoA Tech Info; vwgoa@arvatusa.com
Cc: Pugliese.Holly@epamail.epa.gov
Subject: Fwd: New VW and Audi Immobilizer Program GEKO ID request

Hello Kurt, Vwgoa, Arvato,

Correction, Uwe Ross said you left him a message on Thursday the 6th, he was on vacation. He has advised me he will be returning your call. To keep you advised of what I have knowledge of. However, Mr. Bierdümpfel has not received an inquiry according to him. Please see his e-mail below.

Best,
Jack Shapiro

-----Original Message-----

From: vwemporium@aol.com

To: Kurt.Immekus@vw.com

Cc: Pugliese.Holly@epamail.epa.gov; Uwe@Ross-Tech.com

Sent: Fri, May 7, 2010 10:47 am

Subject: Fwd: New VW and Audi Immobilizer Program GEKO ID request

Hello Kurt,

Maybe they have not returned your call or inquiry because there was not one according to them.
Just in case.

Here is an e-mail from Mr. Bierdümpfel.

Additionally.

Contact information for Uwe Ross.

Uwe Ross

Ross-Tech

Uwe@ross-tech.com

Work 267-638-2300 ext 110

Best,

Jack Shapiro

-----Original Message-----

From: KARLYN16@aol.com

To: vwemporium@aol.com

Cc: Kurt.Immekus@vw.com

Sent: Fri, May 7, 2010 10:29 am

Subject: Re: New VW and Audi Immobilizer Program GEKO ID request

Hello Jack,

Nobody from VW has contacted me about your references.

They are welcome to contact me at anytime.

Best Regards,

Karl

Karl Bierdümpfel

Karlyn Industries Inc.

(845) 351-2249

In a message dated 5/7/2010 10:21:54 A.M. Eastern Daylight Time, vwemporium@aol.com writes:

Hello Karl,

VW says you haven't given a reference or returned there contact.

Please advise,

best,

Jack Shapiro

-----Original Message-----

From: Immekus, Kurt <Kurt.Immekus@vw.com>

To: vwemporium@aol.com

Sent: Fri, May 7, 2010 7:43 am

Subject: RE: New VW and Audi Immobilizer Program GEKO ID request

The ID usually takes a couple of weeks, plus I haven't heard back from your references.

Thank You for asking

From: vwemporium@aol.com [<mailto:vwemporium@aol.com>]

Sent: Thursday, May 06, 2010 4:55 PM

To: Immekus, Kurt; vwgoa@arvatusa.com; VWoA Tech Info

Cc: Pugliese.Holly@epamail.epa.gov

Subject: Re: New VW and Audi Immobilizer Program GEKO ID request

Hello Kurt, Arvato, Vw-techinfo,

It has been over three days. What is the status of the application for Geko.
Do you require anything else?

Please advise,

Best,
Jack Shapiro

-----Original Message-----

From: Immekus, Kurt <Kurt.Immekus@vw.com>

To: vwemporium@aol.com

Sent: Fri, Apr 30, 2010 3:17 pm

Subject: RE: New VW and Audi Immobilizer Program GEKO ID request

Thanks Jack

We will begin processing

Regards

Kurt

From: vwemporium@aol.com [<mailto:vwemporium@aol.com>]

Sent: Friday, April 30, 2010 3:05 PM

To: Immekus, Kurt

Cc: VWoA Tech Info; vwgoa@arvatusa.com; Pugliese.Holly@epamail.epa.gov

Subject: Re: New VW and Audi Immobilizer Program GEKO ID request

VWGoA,

Arvato,

Techinfo,

Hello Kurt,

You should know this.

One of the documents you sent is corrupt. I was able to fix and print via paint.
The fields were all screwy. I attached a repaired one for you as well in fixed_doc.PNG.

I sent my documents via fax.

Here they are again just in case attached labeled
Jack_Shapiro_LSID_S8MV2T35_NYS_7076062_IRF_403738.pdf

Best,
Jack Shapiro

European Parts Emporium
1001 State Route 17K
Montgomery New York 12549 USA

845-457-9808 TEL.
845-457-9461 FAX

vwemporium@aol.com

7076062 NYS DMV LICENSE
IRF 403738
FED/NYS Tax ID 14-178-8811
NASTF LSID # S8MV2T35

-----Original Message-----

From: Immekus, Kurt <Kurt.Immekus@vw.com>

To: vwemporium@aol.com

Sent: Thu, Apr 29, 2010 1:59 pm

Subject: RE: New VW and Audi Immobilizer Program GEKO ID request

Hello,

Fill out the two attached forms and fax them back to the Fax number provided.

Thank You

Erwin Support

From: vwemporium@aol.com [<mailto:vwemporium@aol.com>]

Sent: Thursday, April 29, 2010 12:27 PM

To: Immekus, Kurt; vwgoa@arvatousa.com; VWoA Tech Info

Cc: Pugliese.Holly@epamail.epa.gov

Subject: Re: New VW and Audi Immobilizer Program GEKO ID request

Hello VW-Audi Arvato, Kurt, Eddie

I would like my account activated for username and password for my VAS5052 for GEKO

My NASTF LSID # s8mv2t35

My IRF # is 403738

I am currently registered for the older Geko program for remote take over access.

Please advise of any additional information you require.

Regards,

Jack Shapiro

European Parts Emporium
1001 State Route 17K
Montgomery New York 12549 USA

845-457-9808 TEL
845-457-9461 FAX
vwemporium@aol.com

-----Original Message-----

From: Immekus, Kurt <Kurt.Immekus@vw.com>
To: vwemporium@aol.com; vwgoa@arvatousa.com; VWoA Tech Info <TechInfo@vw.com>
Cc: Pugliese.Holly@epamail.epa.gov; Chris.White@mail.house.gov
Sent: Wed, Mar 31, 2010 7:32 am
Subject: RE: New VW and Audi Immobilizer Program GEKO ID request

Hello Jack,

As explained in the communications distributed last year, to get a security ID for the laptop based system you still need to fill out the application forms listed in the 2010 Immobilizer instructions under the reprogramming heading on the home page of the web site. To get a Geko Id for your VAS device which includes access to security features you must participate in the NASTF secure data release model by completing the application for a Locksmith ID.

Thank You

Kurt Immekus

From: vwemporium@aol.com [<mailto:vwemporium@aol.com>]
Sent: Tuesday, March 30, 2010 6:35 PM
To: vwgoa@arvatousa.com; VWoA Tech Info; Immekus, Kurt
Cc: Pugliese.Holly@epamail.epa.gov; Chris.White@mail.house.gov
Subject: Fwd: New VW and Audi Immobilizer Program GEKO ID request

Hello Eddie, Kurt, and whom it may concern @ VW-Audi

Kurt I have left you a voice mail @ 4:10PM today in regards to this.

I require a user name and password for both **Pass-thru and the VAS 5052 for GEKO** so please don't be confused.

I own both a VAS 5052 and a ACTIA Pass-Thru XS device.

I am currently registered for the GEKO pin program for 2009 and earlier vehicles for remote take over access of my VAS 5052 tester.

This is part 2 of the document provided by the EPA but it is not referenced on your web site with continuity in regards to the VAS testers.

2010 model year vehicles and later:

- o Immobilizer reprogramming is done directly via the Erwin site and does not require interaction with the fulfillment house and is \$29.95 per instance
- o The process can either be done with a **VAS 5052 or a J2534 pass-thru** cable and a laptop for shops who do not own the VW specific tool.
- o A GeKo ID is required for this process. Aftermarket shops who are already registered will need to re-register with VW, but do not have to pay the \$100 fee. A shop who has never registered with VW will need to do so and pay the one time \$100 fee.

Eddie I don't understand how you could not understand what I was asking but you can see below the Geko information is to be requested from you for 2010 and newer vehicles from Arvato.

It doesn't include the VAS 5052 so maybe this is where you may have misunderstood me in the prior e-mail.

<https://erwin.vw.com/erwin/showVasIndex.do>

Again please escalate this matter because I have been requesting this data since 2008 OCT>

I have now sent in two applications to Resolve corp in AUG of 2009 and Dec 2009 with no response. I also tried in AUG of 2009 to register with the NASTF but they were not ready before you released the program data criteria which you changed anyway.

I have correspondence from the CEO of the NASTF to back up what I'm saying.

If there is documentation or fees required please advise.

Regards,

Jack Shapiro

European Parts Emporium
1001 State Route 17K
Montgomery New York 12549 USA

845-457-9808 TEL
845-457-9461 FAX
vwemporium@aol.com

Important:

For pre 2010 pass-thru Immobilizer Instructions please read the following document:
VW Revised Immobilizer Service Program for independent Workshops.

For 2010 and beyond pass-thru Immobilizer Instructions, please read and follow the directions below.

Overview - Introduction

The Anti-theft Immobilizer system on Audi, Bentley, Lamborghini and Volkswagen vehicles, prevents the engine from being started by unauthorized means.

Some vehicle electrical system control modules that monitor or control engine emissions, as well as some related modules, are integrated with the Anti-theft Immobilizer system.

Table of Contents

- Introduction: [Before you Begin](#)
- Devices: [Recommended Pass-Thru Devices](#)
- Setup: [Immobilizer PC Setup](#)

Step by Step

- Step 1: [Complete Pass-Thru Enrollment Forms](#)
- Step 2: [Install VWGoA Certificate](#)
- Step 3: [Register for erWin](#)
- Step 4: [Download VAS for PC Base Software](#)
- Step 5: [Download VAS for PC Brand Software](#)
- Step 6: [Purchasing a 24 Hour Immobilizer License](#)
- Step 7: [Perform Immobilizer Adaption](#)

Before You can Replace an emission part

Should an emissions related control module that is integrated with the anti-theft immobilizer system require replacement, the new module must be adapted to the anti-theft immobilizer system. Adaptation is required for secure data communication between all vehicle system modules that are integrated with the immobilizer system. Module examples are: Engine Control Module (ECM) and Transmission Control Module (TCM), anti-theft immobilizer control module or instrument cluster, and vehicle keys.

The VAS for PC software enables immobilizer adaptation of applicable control modules on *m.y. 2010 and newer*, Audi, Bentley, Lamborghini and Volkswagen vehicles. Users are guided through the adaptation process via an interactive graphics and text interface.

Requirements for using the VAS for PC software:

- You have enrolled into the program [Step 1: Complete Pass Thru Enrollment Forms](#)
- You have received an email from VWGoA that contains a Security ID and Password to access the immobilizer application hosted in Germany
- You have received an email from VWGoA that contains a certificate file (e.g.

- IndepeDeale.30001.300999.pfx)
- You have installed the certificate onto your PC
- You have obtained a J 2534-1 Pass Thru device [Recommend Devices](#)
- You have the JVM 1.4.2_15 or later installed on your PC: For the latest Java update, click <http://www.java.com>
- Your computer environment meets the requirements outlined in [Immobilizer for PC Setup](#)

Recommended J 25434-1 Pass-Thru devices

Pass thru devices are available for purchase from a recommended Manufacturer for registered workshops to perform Immobilizer functions. The Pass Thru devices that have been tested to work with VAS for PC follow:

- Passthru+ XS (Firma: I+ME ACTIA GmbH): Firmware 2.07o, Driver 2.07p
Available from ACTIA Corp.
<http://www.passthruXS.com> or (734) 266-2083
- CarDAQ-Plus cable bundle (Drew Technologies): Firmware 01.09.14, Driver 01.09.16
Available from Drew Technologies, Inc.
<http://www.drewtech.com> or (734) 222-5228
- iFlash 2534 Global Programmer (Bluestreak): Firmware 2.11, Driver 5.20
Available from Blue Streak Electronics
<http://www.bsecorp.com> or (905) 669-4812
Email at Info@bsecorp.com
- VSI-2534 Vehicle Connection (Dearborn Group Technology): Firmware 1_112, Driver 2_05_22
Available from Dearborn Group Technology
<http://www.dgtech.com/>

Notes:

- Currently, Pass Thru re-programming supports SAE J2534-1 version 4.04 only.
- Please ensure that you have installed the appropriate driver for your Pass Thru device.
- For details read the documentation shipped with your device or contact the manufacturer.

Immobilizer for PC Setup

Minimum System Requirements

PC:

- CPU 1.7 GHZ
- RAM 1 GB
- Graphics 1024x768
- Hard Disk 10 GB Available
- USB connection for Pass-Thru-Box
- DVD
- LAN 100 Mb Broadband

Diagnostics:

- J 2543-1 Pass Thru device
- Battery Charger connected to vehicle during adaption

Warning:

- VAS adaption drains car batteries very quickly. If the battery charge depletes before adaption finishes, permanent damage to modules integrated with the immobilizer system could occur.

Software:

- Windows XP Professional (Service Pack 2) OR Windows 2000 (SP 4)
- VAS for PC Base CD or erWIN download (v16.12 or later)
- VAS for PC Make CD(s) or erWIN download (Audi, Bentley, Lamborghini, and/or VW)
- Microsoft Internet Explorer 6.0 SP 2, plus:
 - Microsoft XML Parser 4.0 SP2
 - Adobe Acrobat Reader 5.05
 - Java 2 Runtime Environment 1.4.2_15. For the latest Java update, click <http://www.java.com>

VAS for PC System Limitations

The VAS for PC application is designed to adapt modules to the anti-theft immobilizer system on MY 2010 or later vehicles only. The software must be run when replacing emissions related parts such as the ECM, TCM, IC, vehicle keys, and the anti-theft immobilizer control module. This software package includes the following product components:

- VAS for PC Base software (Ver. 16.12 or later)
- VAS for PC Make software matching the brand(s) you repair: Audi, Bentley, Lamborghini, and/or VW.

Note:

Using this product for any purpose other than adapting emissions related parts to the immobilizer system is not recommended or supported.

Link to Manuals: [Siemens VAS for PC Manual](#), [Quick Reference and Troubleshooting document](#)

Step 1: Complete Pass Thru Enrollment Forms

What's needed?

- You must have a broadband internet connection
- You must be a licensed Independent Workshop with a Windows 2000 or XP computer see [minimum requirements](#)

How?

Step 1. Contact: Arvato at (800) 544-8021 or Mail to: vwgoa@arvatousa.com

Arvato will provide you with the following enrollment forms.

- VWGoA Immobilizer Service Application
- VWGoA Network Security ID Request form

Step 2. You must complete and submit the forms along with your business license documentation and a \$100.00 Application Fee.

Notes: Your application will be approved within 5 business days of receiving the application fee. If denied, an explanation and full refund will be provided.

For approved applications, there is an additional 72 hour processing period required to issue your workshop a Network Security ID and Password.

An approved registration is good for 18 months from the time of application.

Step 3. Once approved you will receive 3 emails from VWGoA Information.security@vw.com. The emails will contain the following:

- Your VWGoA Certificate (e.g. IndepeDeale.30001.300999.pfx)
- Your Network Security User ID
- Your Network Security Password (sent in a separate email for security reasons)

Step 4. Install the VWGoA Certificate into your Windows Certificate Store [Step 2: Install VWGoA Certificate](#)

Step 2: Install VWGoA Certificate

What's needed?

- You must have received a certificate from Information.security@vw.com.
- You must have administrator access to your PC

How?

Step 1.

- Open the email sent to you from Information.security@vw.com that contains the certificate file.
- The email attachment you receive will follow a naming convention that looks similar to the following: IndepeDeale.30000.60599.pfx.

Notes about the Certificate Import Wizard:

- On the "File To" Import screen, click Browse to locate the certificate file on your desktop or in the folder you created.

- On the "Password" screen, leave all the fields blank, and then click Next.li>
- On the Certificate Store Screen, check the "Automatically select the certificate store based on the type of certificate"
- Download the VAS for PC software from erWIN [Step 4: Download VAW for PC Base Software from erWin](#)

Step 3: Register for erWin

What's needed?

- You must have a broadband internet connection

How?

Step 1. Logon to the erWin site branded for the type of vehicle you repair.

- For Audi, Bentley, and/or Lamborghini, your erWIN site is:
<http://erwin.audiusa.com>
- For VW brand vehicles, your erWIN site is:
<http://erwin.vw.com>

Step 3. Complete the registration information, and then check the VWGoA terms and agreements stipulated by VWGoA and the erWIN distribution site (i.e. arvato).

Step 4: Download VAS for PC Base Software from erWin

What's needed?

- You must have previously installed the certificate you received from Information.security@vw.com. See [Step 2](#).
- You must have administrator access to your PC and uninterrupted broadband access to the Internet

Note: Alternatively, you can order a CD from arvato by calling 800 544-8021 or requesting a

CD by email (vwgoa@arvatousa.com).

- You must have previously installed JVM 1.4.2_15 on your PC to update your Java version, click <http://java.com> and select Free Download.

How?

Step 1. Open the erWIN website dedicated to the brand of vehicle your workshop repairs.

- If you repair VW cars, click <http://erwin.vw.com>
- If you repair Audi, Bentley, or Lamborghini cars, click <http://erwin.audiusa.com>

Step 2. Click Reprogramming from the menu on the right-side of the page (Audi) or top of the page (VW), and then double-click the "Immobilizer SW Download" option:

Notes about Base Software Installation:

- In the figure above, the latest version is "Adaption Functions, base data version V16.12". Yours might be different
- When browsing for a folder to download the software into, remember where it is located. You'll need to find it to later to install the VAS for PC software onto your PC

Step 4. Locate the folder where the software was downloaded, and then double-click the file to start the VAS for PC Base CD installation process.

The installation process should look similar to the following:

Notes:

- There might be as many as 3 items placed on your Windows Desktop and Start Menu. The icon you want is labeled, "Adaption functions," which will run the VAS for PC software
- For information on the other items you see (e.g. VC Configurator and DTS folder), refer to the VAS for PC manual

Step 6. Return to erWin website and download the brand software modules that correspond to the types of cars you repair. [Step 5:Download VAS for PC Brand software from erWIN](#)

Step 5: Download VAS for PC Brand software from erWin

What's needed

- You must have previously installed the certificate you received from Information.security@vw.com [Step 2: Certificate Installation](#)
- You must have downloaded and successfully installed the VAS for PC base software [Step 4: Download VAS for PC Base Software from erWin](#)

How?

Step 1. To install the Brand CD, open the erWIN website dedicated to the brand of vehicle your workshop repairs.

- If you repair VW cars, click <http://erwin.vw.com>
- If you repair Audi, Bentley, or Lamborghini cars, click <http://erwin.audiusa.com>

Step 2. Click Reprogramming from the menu on the right-side of the page (Audi) or top of the page (VW), and then click the "Immobilizer SW Download" option:

- When browsing for a folder to download to, remember where it is located. You'll need to find it later to install the VAS for PC software onto your PC.

Notes about Brand Software Unzipping

- Many files will be added to the folder you choose. Remember this folder because you'll need it later when you add brand adaption functions to your VAS for PC software.

Step 8. If you're ready for immobilizer adaption, purchase a license from the erWin web site. [Step 6: Purchasing a 24 Hour Immobilizer License](#)

Step 6: Purchasing a 24 Hour Immobilizer License

What's needed?

- You must have previously installed the certificate you received from Information.security@vw.com [Step 2: Install VWGoA Certificate](#)
- You must be a registered erWin user [Step 3: Register for erWin](#)
- You must have received an email from Information.security@vw.com containing a Network Security ID and Password
- You must have downloaded and successfully installed the VAS for PC base software [Step 4: Download VAS for PC Base Software from erWin](#)
- You must have downloaded and successfully installed the VAS for PC brand software [Step 5: Download VAS for PC Brand Software from erWin](#)

How?

Step 1. Logon to the erWin website dedicated to the brand of vehicle your workshop repairs.

- If you repair VW cars, click <http://erwin.vw.com>
- If you repair Audi, Bentley, or Lamborghini cars, click <http://erwin.audiusa.com>

Step 2. Click Reprogramming from the menu on the right-side of the page (Audi) or top of the page (VW), and then click the "Immobilizer License Order" option:

Step 3. Select the duration of the VAS for PC license you want to purchase from the drop-down menu provided.

At this time, the only duration available is 24 hours.

Step 4. If you have a MY 2010 vehicle ready for immobilizer adaption, see [Step 7: Perform Immobilizer Adaption](#)

Step 7: Perform Immobilizer Adaption

What's needed?

- You must have previously installed the certificate you received from Information.security@vw.com [Step 2: Install VWGoA Certificate](#)
- You must be a registered erWin user [Step 3: Register for erWin](#)
- You must have received an email from Information.security@vw.com containing a Network Security ID and Password
- You must have downloaded and successfully installed the VAS for PC base software [Step 4: Download VAS for PC Base Software from erWin](#)
- You must have downloaded and successfully installed the VAS for PC brand software [Step 5: Download VAS for PC Brand Software from erWin](#)
- You must have a valid 24 Hour immobilizer reset license [Step 6: Purchasing a 24 Hour Immobilizer License](#)
- You must have a MY 2010 or later vehicle repaired and attached to the VAS for PC computer you are using.

How?

Step 1. Follow the adaption immobilizer instructions described in the [VAS for PC Quick Reference document](#).

Note:

- If you need more information on how the VAS for PC software functions than what is covered in the Guided Tour document, refer to the VWGoA [VAS for PC Manual](#).

-----Original Message-----

From: vwemporium@aol.com

To: vwgoa@arvatousa.com

Cc: Pugliese.Holly@epamail.epa.gov; Chris.White@mail.house.gov; techinfo@vw.com

Sent: Tue, Mar 30, 2010 11:49 am

Subject: Re: New VW and Audi Immobilizer Program GEKO ID request

Hello Eddie

This is correct. But not without remote access and not for 2010 vehicles or newer

I however don't have a GEKO username and password for the VAS 5052 for 2010 and newer vehicles or earlier.

Could you please provide so I may perform tasks like other independents are claiming they now have access to without remote access appointment.

It is also what has been being promised since 2008 but has never been made available.

Could you please call me. @ TEL 845-457-9808

I have contacted Kurt Immekus directly, he had claimed it didn't exist. Like he did to the person I spoke to last night which is an independent GEKO user without restriction, he claims now but took him six or better months to get and it recently appeared in Jan of 2010 after contacting someone here at Arvato/VW-Audi complaining.

Please provide Username and password or requirements to achieve this task.

Best,
Jack Shapiro

-----Original Message-----

From: Mailbox, Volkswagen, arvato digital services llc <vwgoa@arvatousa.com>

To: vwemporium@aol.com <vwemporium@aol.com>

Sent: Tue, Mar 30, 2010 11:23 am

Subject: RE: New VW and Audi Immobilizer Program GEKO ID request

Hello Jack,

Thank you for contacting the Volkswagen / Audi Technical Literature Ordering Center.

I am afraid I do not understand your request. If you are requesting login credentials in order to place orders for Immobilizer or Radio codes, please note that you are not required to login. My records indicate that you are actively enrolled in the program, and are able to place orders as needed for future code adaptations. To do this, please simply follow these steps:

1. Access the Literature Portal that corresponds to the Make of the vehicle you would like a code for- either <https://www.vw.techliterature.com> or <https://www.audi.techliterature.com>
2. Click to "Enter Consumer Website"
3. In the "Keyword Search" field, enter "radiosupport" and click "Search"
4. Add the search result to your cart, and click next to complete the ordering process

Each order instance will cost \$29.95 and is payable by credit card.

Please feel free to respond to this message if I have not addressed your inquiry, if you need further assistance, or with any further questions.

Best Regards,

Eddie
Volkswagen / Audi Technical Literature Ordering Center
vwgoa@arvatousa.com

From: vwemporium@aol.com [<mailto:vwemporium@aol.com>]

Sent: Tuesday, March 30, 2010 6:49 AM
To: Mailbox, Volkswagen, arvato digital services llc
Cc: Pugliese.Holly@epamail.epa.gov; techinfo@vw.com; Chris.White@mail.house.gov
Subject: Fwd: New VW and Audi Immobilizer Program GEKO ID request
Hello Arvato USA on behalf of VW-Audi of North America.

I require a username and password for GEKO and SVM to support the functions of my VAS 5052 Tester.

I have attached the correspondence from the EPA in regards to what is required.

I am already a GEKO user and have been on the PIN program from the start of it.

My tester # is registered with VW-Audi.
I am exempt from the 100USD fee for application as I am a life member.

Please provide detailed instructions and what is required if any other fees in order to expedite the process as VW has changed companies from Resolve Archway to you.

The process was detailed in July of 2009, was not active with the attributes changed for the NASTF with a dead end/ Documented.
The process with links from VW techinfo@vw.com were not active at time of e-mail sent below in 2009 of DEC./Documented.

I have been requesting a username and password for GEKO since 2008 Oct>

Regards,

Jack Shapiro

European Parts Emporium
1001 State Route 17K
Montgomery New York 12549 USA
NYS DMV Repair LIC # 7076062

845-457-9808 TEL
845-457-9461 FAX
vwemporium@aol.com

-----Original Message-----

From: Pugliese.Holly@epamail.epa.gov
To: vwemporium@aol.com
Cc: Chris.White@mail.house.gov
Sent: Thu, Jan 7, 2010 3:10 pm
Subject: Re: Fwd: update on EPA discussion with VW

Mr. Shapiro. Attached is a summary of EPA's finding regarding the VW issues that have been raised to us. In short, we do not believe that VW is in violation of EPA's service information regulations based on the the information we have been provided to date. Please read through this and if you have any questions or additional information you would like us to consider, please let me know.

Regards,

Holly Pugliese
US EPA

From: vwemporium@aol.com

To: Holly Pugliese/AA/USEPA/US@EPA

Cc: Chris.White@mail.house.gov

Date: 12/28/2009 01:53 PM

Subject: Fwd: update on EPA discussion with VW

-----Original Message-----

From: VWoA Tech Info <TechInfo@vw.com>
To: 12Vdoc@gmail.com; 35jandj@optimum.net; aaforeign@hotmail.com;
alan@bridgewatermotorworks.com; alex_locks@yahoo.com; animasautomotive@msn.com;
arkco00368@yahoo.com; armand@gfautomobiles.com; autoimport1@sbcglobal.net;
autolegend@comcast.net; autolox@comcast.net; autosafety@msn.com; autotech2go@gmail.com;
autowerkes@roadrunner.com; autoy58@yahoo.com; avsauto@comcast.net;
baydiagnostic@aol.com; Beachhouseimportsusa@yahoo.com; beetleclinic@rcn.com;
Berrylocksmith@aol.com; bill@lock.com; bryan@rmotorcars.com; bryannystrom@msn.com;
bsorkhe@aol.com; BtoB@roadrunner.com; bwbeetle@msn.com; chkengine@yahoo.com;
colin@affinitiveauto.com; DaveLee@mgautowholesale.com; dg1brandt@kcnet.com;
dlee7883@optonline.net; DrPeter@excite.com; dstrieder@msn.com; earl@huberauto.com;
eddiedellz@yahoo.com; EQMain@euroquattro.com; estimates@alexsautohaus.com;
europart@pacbell.net; eute321@aol.com; example7751@sbcglobal.net; fares2870@yahoo.com;
geraragon@hotmail.com; germanca@isomedia.com; germanconcepts@comcast.net;
globalautoelectric@gmail.com; gordon.rudolph@taeaudio.com; GSMWERK@YAHOO.com;
hessy@volxgerman.com; hillbros@pacbell.net; hitechautomotive@clearwire.net;
Hvautoelectric@AOL.com; info@executiveautogallery.com; info@fairfieldcountymotorsport.com;
info@hillsideimports.com; ingolstadtwest@yahoo.co.uk; iwaldman@comcast.net;
jacob@mississaugaautocentre.ca; jbeckius@centreoftherockies.com; jennifer@vwerks.com;
jjautobody@sbcglobal.net; jkautomotive@hotmail.com; JM2674@msn.com;
josserman@SelectEuroCars.com; Jpmaui@optonline.net; keymanmike@juno.com;
keystoneautoservice@pacbell.net; labarslockshop@comcast.net; lifetimesecurity@qwestoffice.net;
lostcabin@mac.com; mark@mittlermotors.net; markcerv@aol.com; Matt@eurotechofholland.com;
mbener@carmadillo.com; migeli@yahoo.com; millbrookimports@madriver.com;
mpal6703@yahoo.com; murphyvw@earthlink.net; mygarageinc@msn.com;
nicholsshop@ucom.net; oldwickvillage@earthlink.net; parkav13@hotmail.com; pat@pro-imports.com;
pdglockservice@aol.com; peggygagnon@verizon.net; philsautos@aol.com;
plano@autoscopeltd.com; poojitha.dahanaik@servicesolutions.spx.com;
premierauto@bellsouth.net; Purcell@gx.net; gicpic@bellsouth.net; r@ea-w.com;
raulb@bellsouth.net; Richard.Harger@cox.com; richkstrotz@keithcoxautobahn.com;
RPWerner@aol.com; rwittler@comcast.net; rwsie@clear.net; sales@bernhards.com;
sevan@integritymotorcar.com; skiking1@hotmail.com; sloanavs@aol.com;
smdiagnosics@optonline.net; steveb@atlantic.net; TC2869@msn.com; Teimc@verizon.net;
theautoclinic@sbcglobal.net; thekidsgarage@hotmail.com; tonybranch33@juno.com;
tramies@pvgarage.com; vwemporium@aol.com; vwhoward@wagenwerx.com;
vwkoda09@aol.com; walter@universalimports.com; Werner.Huber@AUDI.DE;

whiteknightlocks@aol.com; xgdon@hotmail.com; yinyang@earthlink.net; zamorasm@msn.com

Sent: Wed, Dec 2, 2009 10:03 am

Subject: New VW and Audi Immobilizer Program

To: All VW and Audi Registered Independent Repair Shops.

Subject: New Immobilizer Program

Effective Immediately Resolve / Archway will no longer be accepting Immobilizer Adaption requests. Volkswagen and Audi has a new vendor for these services, Arvato. As a result the process has changed.

Obtaining an immobilizer adaptation requires access to a tester configured with a certificate for use with the GeKo system, a high speed internet connection and additional information identifying both the vehicle and workshop to maintain security. The adaptation is only valid for the vehicle it is being performed on at the time it is being performed. The certificate download to your e-mail address will occur within a half an hour of the adaptation request.

1. Registered workshops: request an immobilizer adaptation by purchasing on-line through:

www.vw.techliterature.com/consumer/home.aspx or

www.audi.techliterature.com/consumer/home.aspx

Open the web site and select "Consumer Portal", Enter "Diagnostics" in the literature type. Do not fill in any of the other search categories.

2. When in the VW site, search for code VWIMMRADIOSUPPORT.

3. When in the Audi site, search for code AUIMMRADIOSUPPORT

- Immobilizer adaptation fee of \$29.95 will apply for each adaptation ordered by the workshop.

4. Upon checkout, you will receive an acknowledgement email that the order is in process.

5. Arvato will call the independent shop to request the Vehicle VIN# and other important information.

- Hours of operation are 7AM to 5PM PST

6. Arvato Immobilizer Support immediately contacts VWGoA with an immobilizer adaptation and certificate download request

7. VWGoA calls the requesting registered workshop and completes the adaptation procedure.

- If the vehicle has been reported as stolen, no immobilizer adaptation will be given

For complete program details, please see the attached document.

Thank you

Volkswagen / Audi Immobilizer Support

<<Pre 2010 Immobilizer Service Program for Independent Workshops.pdf>>

-----Original Message-----

From: Pugliese.Holly <Pugliese.Holly@epamail.epa.gov>

To: [vwemporium](mailto:vwemporium@aol.com) <vwemporium@aol.com>

Sent: Thu, Oct 14, 2010 9:27 am

Subject: Re: EMISSIONS FRAUD ! ATTENTION EPA

Hi Jack. Thanks for sending this. I have turned it over to our Enforcement Office.. They have brought cases against several other companies like this and I'm sure they will be interested in this one as well if they aren't already aware of it.

Holly A. Pugliese

US EPA

Office of Transportation and Air Quality

734.214.4288

pugliese.holly@epa.gov

From:

vwemporium@aol.com

To: Holly Pugliese/AA/USEPA/US@EPA
Date: 10/12/2010 02:47 PM
Subject: EMISSIONS FRAUD ! ATTENTION EPA

Hello Holly

Please tell these guys to stop selling this stuff. It is used for nothing other then circumventing an emission device.

http://store.42draftdesigns.com/O2-Sensor-Spacer_p_306.html

<http://forums.vwvortex.com/showthread.php?5049214-P0420-on-2001-Jetta-1.8T&p=67944508#post67944508>

If you could just drop someone like this a an email. I bet you could scare a difference :)

Flying back from NASTF and CARS meeting Vegas for Right to Repair Act meeting, so I was helping people fix there dirty cars via the long flight home.

Thank you again by the way with the help getting VW-Audi to sort of comply.

It seems they are being very difficult with releasing the required information to repair cars safe and clean.

Cheers.

Jack Shapiro

**European Parts Emporium
1001 State Route 17K
Montgomery New York 12549 USA**

vwemporium@aol.com

**845-457-9808 TEL
845-457-9461 FAX**

-----Original Message-----

From: vwemporium <vwemporium@aol.com>
To: mcdaniel.doug <mcdaniel.doug@epa.gov>
Sent: Sat, Jan 19, 2013 10:37 pm
Subject: Fwd: Some key points of interest EPA emission violations.

For your pleasure Doug,
Happy 2013

Jack Shapiro E.P.E.
VAS>Geko ASE Extern
7076062 NYS DMV

SAE>NASTF

**European Parts Emporium
Immobilizer Solutions
1001 State Route 17K
Montgomery New York 12549 USA**

vwemporium@aol.com

**845-457-9808 TEL/FAX
845-784-0564 Net**

-----Original Message-----

From: vwemporium <vwemporium@aol.com>

To: Pugliese.Holly <Pugliese.Holly@epamail.epa.gov>; vwemporium <vwemporium@aol.com>;

Chris.White <Chris.White@mail.house.gov>

Sent: Sat, Jan 19, 2013 10:34 pm

Subject: Some key points of interest EPA emission violations.

Good Job, Holly,
Happy 2013!

<http://www.epa.gov/enforcement/air/cases/edgeproducts.html>

You may want to take a look a little over here.

One of the largest perpetrators of what I have to undo for VW-Audi-Porsche.

They hide behind the fact they are in Canada.

<http://www.unitronic-chipped.com/>

They make an appearance, in force,.... at a show called Waterfest, (a VW car show) in the USA
Englishtown OLD BRIDGE TOWNSHIP NJ every year.

They make an extra effort, to make kids believe that deleting all the emission devices should be done,
and offer the services to do so.

<http://www.waterfest.net/>

I bet if you did a walk through at this show, you could clean up a large portion of this, or at the very least,
investigate it.

Simply put, I am tired of people coming in and saying "oh I wont fix my car I will just delete it because its
cheaper".

It hurts my economy for repairs.

Just my two cents below.

It would be helpful if the EPA would dispatch a letter to all State DMV agencies.

That a clear of the fault memory should be performed at end of State DMV IM SMOG inspection, read
VIA the OBD2 and then recheck the readiness status VIA the OBD2. It is my experience that cars such as

the company above, set the Readiness bits to ready always. This would help fail cars that clearly have been modified and generate monies for fines etc.

Best,

Jack Shapiro E.P.E.
VAS>Geko ASE Extern
7076062 NYS DMV
SAE>NASTF

European Parts Emporium
Immobilizer Solutions
1001 State Route 17K
Montgomery New York 12549 USA

vwemporium@aol.com

845-457-9808 TEL/FAX
845-784-0564 Net

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of New York

RTK Technologies Limited

Plaintiff

v.

Jack Shapiro

Defendant

Civil Action No. 15-CV-05157-KMK

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Jack Shapiro
1001 State Route 17K
Montgomery, New York 12549

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Melissa A. Pena
Ami Bhatt
Norris, McLaughlin & Marcus, P.A.
875 Third Ave., 8th Floor
New York, New York 10022

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

440 (Rev. 12/09) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RTK TECHNOLOGIES LIMITED,

Plaintiff,

v.

JACK SHAPIRO,

Defendant.

Civil Action No. 15-cv-05157 (KMK)

**AMENDED COMPLAINT
DEMAND FOR JURY TRIAL**

Plaintiff, RTK Technologies Limited (“Plaintiff” or “RTK”), by and through its undersigned counsel, as and for its amended complaint against defendant, Jack Shapiro (“Defendant” or “Shapiro”), alleges as follows:

NATURE OF THE SUIT

1. This is an action for trademark infringement, commercial defamation and unfair competition under the United States Trademark (“Lanham”) Act, as amended, and breach of a dealership agreement, unfair competition, defamation, and tortious interference with existing and prospective contract in violation of New York common law.

2. Although Plaintiff terminated its dealership arrangement with Defendant and Defendant acknowledges that he is a *former* dealer, Defendant continues to utilize Plaintiff’s trademarks and sell Plaintiff’s goods.

3. Plaintiff seeks to protect its REVO mark and variations thereof, which it has used for over the past decade in the United States in connection with the manufacturing, distribution and sale of its automotive software products.

4. Defendant has trespassed blatantly on Plaintiff’s trademark rights by marketing and offering for sale similar goods and services under a designation identical to Plaintiff’s marks.

5. Despite Plaintiff's demands that Defendant cease infringing on its trademark rights and selling Plaintiff's goods, Defendant has continued to use and appropriate Plaintiff's marks and sell Plaintiff's goods.

6. In addition, after Plaintiff commenced this action, Defendant has engaged in a campaign to defame Plaintiff in the market place by publishing false and misleading statements regarding Plaintiff and its product on his website and eBay. Defendant's misleading statements include that (i) Plaintiff is perpetrating a fraud on government agencies by tampering with emission devices; (ii) Plaintiff's intellectual property is "illegal;" (iii) Plaintiff commits acts of forgery; and (iv) Plaintiff defrauds customers and its dealer network. Upon information and belief, Defendant has also emailed to Plaintiff's dealer network these false statements and solicited them to provide him with Plaintiff's proprietary information, which would constitute a breach of their dealership agreements.

7. Plaintiff brings this action to put an end to Defendant's willful violation of its rights.

THE PARTIES

8. Plaintiff is a limited liability company organized under the laws of the United Kingdom, having a principal place of business of 37 Lanchester Way, Royal Oak Industrial Estate, Daventry, NN118PH, United Kingdom.

9. Upon information and belief, defendant Jack Shapiro is an individual residing in New York at 1001 State Route 17K, Montgomery, New York 12549. Mr. Shapiro also does business under the name European Parts Emporium.

JURISDICTION AND VENUE

10. This Court has jurisdiction over this dispute pursuant to 15 U.S.C. § 1121, 28 U.S.C. § 1331 and 28 U.S.C. § 1338(a), as the counts pleaded herein arise under the United States Trademark (Lanham) Act of 1946, as amended, 15 U.S.C. §§ 1051-1127.

11. Subject matter jurisdiction in this Court over these causes of action is proper pursuant to Sections 39 and 44 of the Lanham Act, 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338, and pursuant to 28 U.S.C. § 1367, under a theory of supplemental jurisdiction.

12. This Court has personal jurisdiction over the Defendant as Defendant resides and conducts business in this district, and as Defendant has caused injury to Plaintiff in this judicial district.

13. Venue is proper in the Southern District of New York pursuant to 28 U.S.C. § 1391(b), as a substantial part of the events giving rise to the claims of this complaint occurred in this judicial district.

STATEMENT OF FACTS

PLAINTIFF'S TRADEMARK RIGHTS

14. Plaintiff RTK was founded in 2002 in Daventry, England. The company offers automotive aftermarket performance-enhancing products and services.

15. For over 10 years, since 2003, Plaintiff has manufactured, distributed, offered for sale, and sold its automotive software products under the REVO TECHNIK mark in the United States.

16. Since that time, Plaintiff has also manufactured, distributed, offered for sale, and sold its automotive software products under the REVO mark in the United States.

17. Plaintiff offers its goods and services in over forty (40) countries around the world, through a network of over 400 authorized dealers and performance centers internationally.

18. In the United States specifically, Plaintiff's products are sold nationwide, through a network of dealers located in approximately 30 states.

19. Plaintiff owns the following U.S. trademark registration:

- Reg. No. 4,759,978 for the mark REVO, in Class 42 for computer software used to increase automotive fuel efficiency and engine performance.

20. Plaintiff also owns the following pending U.S. trademark applications:

- Serial No. 86/442,535 for the mark REVO TECHNIK, in Class 42 for computer software used to increase automotive fuel efficiency and engine performance.

Collectively, Plaintiff's trademarks are referred to as the "REVO Marks." A copy of the certificate of registration for the registered REVO Mark is attached hereto as **Exhibit A**.

21. In the past five years alone, Plaintiff has realized not less than 2 million dollars in sales for goods and services offered under the marks in the United States.

22. Indeed, Plaintiff is one of the leading providers of such goods and services in the United States.

23. Additionally, Plaintiff has spent significant sums of money to promote, advertise and market its REVO brand in the United States. Excerpts of Plaintiff's website, through which Plaintiff markets its goods in the United States, are attached hereto as **Exhibit B**.

24. The REVO Marks have become well-known to consumers throughout the United States as an indication of goods and services emanating from or authorized by a single source, namely Plaintiff, and thus have acquired distinctiveness and secondary meaning.

25. As a result of Plaintiff's sales of goods and services under the REVO designations, its extensive promotion of the REVO Marks, and its nationwide presence, the REVO Marks have become imbued with goodwill and renown, which is exclusively associated with Plaintiff.

DEFENDANT'S INFRINGEMENT OF PLAINTIFF'S TRADEMARK RIGHTS

26. Defendant has engaged in activities designed to trade off the reputation and goodwill earned by Plaintiff in its REVO Marks.

27. As noted, Plaintiff's products and services are distributed through a network of dealers and performance centers.

28. Defendant is a former dealer of Plaintiff.

29. On or about April 7, 2003, Defendant signed an agreement with Revo Technik America, LLC (the "Dealer Agreement"). A true and complete copy of the Dealer Agreement, dated April 7, 2003, is attached hereto as **Exhibit C**.

30. In his capacity as a dealer for Plaintiff, Defendant sold Plaintiff's software and related products to consumers, including installing and providing support for Plaintiff's software products sold under the REVO Marks on consumer's vehicles.

31. Under the terms of the parties' agreement, any and all intellectual property rights, including rights in the REVO Marks, remain the property of Plaintiff.

32. Specifically, Paragraph 2.2 of the Dealer Agreement set forth the following:

Ownership of Intellectual Property Rights.

All patents, trademarks, trade names, Trade Secrets, know-how, logos, derivatives, copyrights, copyrightable material, Software System, hardware, instruction manuals, code, chips and other designations used or adopted by REVO in connection with the manufacturing, selling or distribution of the REVO Software including, without limitation, the REVO marks and original content (collectively the "Rights") shall at all times be and remain the exclusive property of REVO. Nothing contained in this Agreement shall be construed to give New Company any ownership of or interest in the Rights or shall enable New Company to use the Rights after the expiration or termination of this Agreement. Any and all trademarks, copyrights, or other Rights which may exist or hereafter come into being, including without limitation, brand names subbrand names, or slogans, and which are used on labeling, packaging, advertising or promotional material for REVO Software shall be the exclusive property of REVO and shall be deemed included among the Rights. To the extent any other rights in or to any

trademarks, copyrights or other intellectual property associated or related to REVO Software or the marketing, sale or distribution thereof are deemed to accrue to New Company, New Company hereby agrees to assign any and all such rights to REVO at such time as they are deemed to accrue.

See Exhibit B at ¶ 2.2.

33. Under the terms of the Dealer Agreement, Defendant also acknowledged that the REVO Marks belong to Plaintiff, as pursuant to Paragraph 3.2 of the Dealer Agreement, the parties agreed as follows:

Rights to the Marks

Nothing in this Agreement will create in New Company any rights in the REVO Marks (except the right to use such marks in accordance with this Agreement). New Company shall not use the REVO name or any abbreviation, contraction or simulation thereof or of REVO affiliated companies without REVO's prior written consent other than as expressly provided for in this Agreement.

See Id. at ¶ 3.2.

34. In addition, Defendant further agreed that it "shall not file during the Term [of the Dealer Agreement] or thereafter, any application for trademark or service mark registration or otherwise obtain or attempt to obtain ownership of any trademark, service mark or trade name with consist of a REVO mark or any REVO mark design, logo or slogan." Id. at ¶ 2.3.

35. Further, the Dealer Agreement provided that upon termination of the dealership arrangement, the dealer and his New Company shall discontinue use of the REVO Marks and any other REVO trade names or trademarks. Id. at ¶ 4.3.

36. Moreover, upon termination, the dealer must return all unused goods and materials, REVO's proprietary Serial Port Programming cable (the "SPP Cable"), service manuals, and other REVO materials to Plaintiff. Id.

37. The Dealer Agreement was renewed on or about November 23, 2005 by and between Shapiro and Revo Developments, Limited, the successor to Revo Technik America,

LLC (the "Renewal Agreement" and together with the Dealer Agreement, "Agreements"). A true and complete copy of the signature page of the Renewal Agreement, executed by Defendant on or about November 23, 2005, is attached hereto as **Exhibit D**. Plaintiff has succeeded to Revo Developments, Limited's rights in the Agreements.

38. The term of the Renewal Agreement was for one year and automatically renewed for one year terms unless otherwise terminated.

39. The terms of the Renewal Agreement carried forward Defendant's acknowledgment of Plaintiff's rights in its REVO Marks.

40. In addition, it also set forth that upon termination of the dealership arrangement, the dealer must return all unused goods, the SPP Cable, and other materials within 5 days of termination.

41. On or about December 4, 2013, Plaintiff terminated the dealership agreement with Defendant.

42. At the time it terminated the Agreements, Plaintiff demanded that Defendant return the SPP Cable and other materials as provided for under the Agreements. Defendant failed to comply with such demand.

43. Despite having been terminated as a dealer of Plaintiff, Defendant also continued to advertise and promote himself as "an authorized Revo Technik Dealer."

44. In addition, though he no longer has Plaintiff's permission to do so, Defendant continues to advertise and display Plaintiff's REVO Marks and Plaintiff's products and services on his website, www.europeanpartsemporium.com.

45. Further, notwithstanding his knowledge of Plaintiff's rights in the REVO Marks, on January 21, 2014, Defendant filed an application with the U.S. Trademark Office to register

the trademark REVO TECHNIK USA (the "Infringing Mark"), U.S. Trademark Application Serial No. 86/170,954 for "[d]ocument data transfer from one computer format to another; document data transfer from one computer to another; computer services, namely, data recovery services; computer services, namely, providing encrypted data recovery services" in Class 42 (the "Application"). A true and complete copy of Defendant's Application for the Infringing Mark, filed January 21, 2014, is attached hereto as **Exhibit E**.

46. Though Defendant described the relevant goods and services using differing terminology in the Application, upon information and belief, such goods and services clearly refer to goods and services identical to, related to, or highly similar to those offered by Plaintiff, and therefore the Application sought to register a mark that is identical to or highly related to Plaintiff's REVO Marks.

47. Prompted by the discovery of Defendant's Application for the Infringing Mark, and in view of Plaintiff's prior rights, in July 2014, counsel for Plaintiff demanded that Defendant withdraw the Application for the Infringing Mark. In addition, Plaintiff demanded that Defendant cease from displaying the REVO Marks and otherwise associating himself with Plaintiff on his website. A true and complete copy of Plaintiff's July 28, 2014 correspondence is attached hereto as **Exhibit F**.

48. Plaintiff also reiterated its demands that Shapiro return the SPP Cable and any unused goods and materials to Plaintiff. *See id.*

49. In response to Plaintiff's July 28th correspondence, Shapiro asserted that he had returned the SPP Cable (without which he is unable to sell Plaintiff's goods or continue to act as a dealer) to Plaintiff on or about October 19, 2012. However, the cable returned by Defendant was an old version of the cable. Subsequent to the return of such cable, on or about October 22,

2012, Plaintiff issued Defendant a new SPP cable, which upon information and belief Defendant has not returned.

50. Upon information and belief, Defendant is still in possession of the SPP cable that was issued on or about October 22, 2012 given that Defendant continues to sell Plaintiff's goods, which, upon information and belief, he cannot sell without use of the SPP Cable as the cable is necessary to service and install Plaintiff's software. Thus, Defendant's continued selling of Plaintiff's goods belies his assertion that he has returned all of Plaintiff's SPP cables.

51. Despite further correspondence from Plaintiff demanding that Shapiro cease his infringing acts, Shapiro failed to comply with any of Plaintiff's demands, including the demand to withdraw the Application to register the Infringing Mark.

52. On November 3, 2014, Plaintiff filed its own applications to register the REVO Marks and was forced to file a Notice of Opposition with the U.S. Trademark Office, Trademark Trial and Appeal Board ("TTAB"), opposing Defendant's Application for the Infringing Mark. A true and complete copy of the Notice of Opposition, filed on November 4, 2014 with the TTAB, is attached hereto as **Exhibit G**.

53. Shapiro failed to file an answer or otherwise respond to Plaintiff's Notice of Opposition within his time to do so.

54. Accordingly, on January 16, 2015, the TTAB issued an Order to Show Cause and Notice of Default, providing Shapiro thirty (30) days from the date of the notice to show why a judgment of default should not be entered against him. A true and complete copy of the Order to Show Cause, dated January 16, 2015, is attached hereto as **Exhibit H**.

55. Following Shapiro's default and the issuance of the Board's Order to Show Cause, by way of a correspondence dated January 19, 2015, Plaintiff reiterated its demands that

Shapiro ceased his infringing activities. A true and complete copy of Plaintiff's January 19, 2015 correspondence is attached hereto as **Exhibit I**.

56. In or around January 28, 2015, Shapiro acknowledged that Plaintiff terminated the dealership agreement. He removed references to himself as "an authorized Revo Technik Dealer," from his website and clarified that he is a former dealer for Plaintiff. Despite his acknowledgment that he is a former dealer of Plaintiff, Shapiro did not cease utilizing the REVO Marks or selling Plaintiff's goods. Indeed, on his website, Defendant states that he will continue to sell new versions of Plaintiff's goods despite being terminated as a dealer for Plaintiff. Excerpts of Defendant's website, www.europeanpartsemporium.com, wherein he wrongfully continues to advertise and display the REVO Marks are attached hereto as **Exhibit J**.

57. On February 28, 2015, judgment was entered by the TTAB on Defendant's Application against Defendant and in favor of Plaintiff. A true and complete copy of the TTAB's February 28, 2015 Judgment is attached hereto as **Exhibit K**.

58. Shapiro however continues to sell and promote REVO branded products and advertise and display Plaintiff's REVO Marks on his website.

59. Shapiro also has refused to return the SPP Cable and any unused REVO goods or materials.

60. Further, Shapiro is continuing to sell and promote REVO branded products on an eBay store under the name "vwemporium128a." True copies of images from Shapiro's eBay store, where he sells and features REVO branded products and continues to advertise and display the REVO Marks, are attached hereto as **Exhibit L**.

61. Moreover, to promote his company, European Parts Emporium, Shapiro continues to use paraphernalia and marketing materials that bear the REVO Marks, including but not

continued displaying the REVO Marks on his business cards, as well as continues to distribute promotional materials that associate his business with that of the Plaintiff.

62. In addition, despite being denied registration for the Infringing Mark, Revo Technik USA, and despite Plaintiff's clear prior rights in the REVO Marks, Defendant continues to use the Infringing Mark.

63. Defendant has purchased and owns the domain name www.revotechnikusa.com (the "Infringing Domain"), which website redirects consumers to his European Parts Emporium website. Upon information and belief, Defendant registered this domain in bad faith and with the specific intent of diverting consumers from Plaintiff's website.

64. Plaintiff also learned that Shapiro is selling and promoting REVO branded products on a second eBay store under the name "revo_technik_usa," a name confusingly similar, and indeed nearly identical to the REVO Marks. True copies of images from Shapiro's eBay store, under the member name "revo_technik_usa," which sells and features REVO branded products and advertises and display the REVO Marks, are attached hereto as **Exhibit M**.

65. Further, upon information and belief, in order to sell the types of the Plaintiff's goods available for purchase on Defendant's "revo_technik_usa" eBay store, Defendant must be in possession of Plaintiff's SPP Cable. Accordingly, upon information and belief, Defendant has retained Plaintiff's SPP Cable.

66. In addition, despite demands from Plaintiff that Defendant cease his continued use of the REVO Marks and of the Infringing Mark, REVO TECHNIK USA, Defendant has refused and persists in his infringing activities.

67. Defendant's Infringing Mark is identical, or nearly identical, to Plaintiff's REVO Marks.

68. Given the identical nature of the Infringing Mark and the REVO Marks, Defendant's use of the Infringing Mark is likely to cause confusion in the marketplace as to the origination, association, sponsorship or endorsement of Defendant and/or its goods and services' sold under the Infringing Mark by or with Plaintiff and/or its goods and services sold under the REVO Marks.

69. Further, as a result of Defendant's role as a former dealer of Plaintiff, Defendant had constructive notice, since long prior to the commencement of Defendant's unlawful actions described herein, of Plaintiff's exclusive ownership of the REVO Marks.

70. In addition, Plaintiff no longer has an association, affiliation, sponsorship or any other connection to the Defendant. Nonetheless, Defendant continues to use the REVO Marks on his website. Consequently, Defendant's wrongful actions are likely to mislead consumers into believing that Plaintiff and Defendant are affiliated when they are not.

71. Defendant's wrongful actions are likely to divert and appropriate the goodwill created by Plaintiff in its REVO Marks.

72. Upon information and belief, Defendant is willfully and in bad faith attempting to exploit the goodwill and fame of the REVO Marks. Defendant's infringing use of the REVO Marks on his website and eBay stores, and his use of the Infringing Mark has the effect of injuring Plaintiff by deceiving, misleading, and confusing Plaintiff's customers and the public in general as to whether Plaintiff is the source, sponsor, or otherwise associated with Defendant and the goods and services intended to be sold under the Infringing Mark.

DEFENDANT'S FALSE AND MISLEADING STATEMENTS

73. Subsequent to Plaintiff's commencement of this action, Defendant has engaged in a campaign to defame and disparage Plaintiff and its products.

74. On or about July 16, 2015, Defendant published on his website malicious, defamatory and disparaging comments concerning Plaintiff and its products. On his website, Defendant stated that (a) Plaintiff's products are "illegal;" (b) Plaintiff defrauds government agencies by taking steps to circumvent emission testing; and (c) Plaintiff displays false statements on its website regarding its products. Specifically, Defendant's website contained the following disparaging statements: that Plaintiff engages in a "criminal enterprise for programming cars driven on public roads . . . by deceiving Federal/State Government SMOG Emission agencies, Insurance companies, deceit or even you the customer by their documented lies . . ." Defendant went on to state that Plaintiff lies to its customers and "will forge anything they choose to suit their illegal business model, stating, more lies at any given time." A true and complete copy of an excerpt of Defendant's website page containing such malicious, defamatory and disparaging comments is attached hereto as **Exhibit N**.

75. Such malicious, defamatory and disparaging comments are accessible to consumers via Defendant's website, www.europeanpartsemporium.com, as well as through the Infringing Domain, www.revotechnikusa.com, which domain incorporates terms confusingly similar to Plaintiff's REVO Marks and which redirects to Defendant's www.europeanpartsemporium.com domain.

76. Similarly, Defendant has posted nearly identical malicious, defamatory and disparaging statements on the eBay website wherein he sells Plaintiff's products. A true and complete copy of an excerpt of Defendant's eBay store is attached hereto as **Exhibit O**. In addition to publishing such false statements on the eBay website, Defendant also solicits "REVO TECHNIK DEALERS" to breach their own dealership agreements with Plaintiff. He requests that the dealers provide him with Plaintiff's proprietary information, including credits for SPP

cables (which cables are required to purchase and sell Plaintiff's software products), Plaintiff's internal documents and encrypted files.

77. In addition, on July 15, 2015, Defendant sent an email to Plaintiff's dealers directly soliciting them to turn over Plaintiff's proprietary information. The email also contained a link to Defendant's website which contained the malicious, defamatory and disparaging statements referenced above. In such email, Defendant also asked Plaintiff's dealers, the following question: "Ever suspect that a sale was undermined and sent directly to Revo circumventing you?" Upon information and belief, this question was posed to cause dealers to believe that Plaintiff is deflecting customer sales from its dealer network and retaining the sales for itself. Defendant went on to state to Plaintiff's dealers that Plaintiff is "bilking" them. Upon information and belief, the July 15, 2015 email went to REVO's entire dealer network as well as other third parties in the automobile industry.

78. Upon information and belief, Defendant has also posted disparaging comments concerning Plaintiff, consistent with the above-referenced statements, on various online automobile forums. Upon information and belief, on or about August 5, 2015, Defendant initiated a discussion thread on the forum VWVortex.com, under the username "OVER_Technik_USA" and falsely stated that Plaintiff was under investigation by the Environmental Protection Agency. A true and complete copy of this thread from the website VWVortex.com is attached hereto as **Exhibit P**.

79. Defendant's statements concerning Plaintiff, its products, and its business are false.

80. With respect to Defendant's statement that Plaintiff is defrauding government agencies by modifying its product to circumvent emission tests, Defendant has full knowledge

that this is false statement. Being in the industry, Defendant is fully aware that if Plaintiff tampered with the product to circumvent emissions tests, *any* modification would cause the vehicle to actually fail the test.

81. Nonetheless, Defendant knowingly published these false and misleading commercial statements in order to create the false and misleading impression that Plaintiff is engaging in illegal activity and defrauding its dealer network.

82. Indeed, Defendant's knowledge that these statements are false is betrayed by the fact that, notwithstanding his disparaging allegations concerning Plaintiff and its products, he continues to advertise, market, and sell REVO branded products.

83. Further, in making the aforementioned statements, the Defendant's malice and intent to harm Plaintiff's business reputation is demonstrated by the fact that he has also adopted the designation, as seen on both his website and eBay stores, "OVER Technik" – which is merely REVO spelled backwards. On the eBay website, he further mocks Plaintiff and states "Welcome to the World of OVER Technik!" That Defendant's conduct is malicious and directed to harm Plaintiff, a UK company, is further evidenced by the final sentence on his website – "As they say in the UK Cheers a[**]hole!" See Exhibit N.

84. As a result of Defendant's false, malicious, defamatory, and disparaging statements about Plaintiff on his website, the eBay website, and via email to Plaintiff's dealers, Defendant has caused substantial injury to Plaintiff's business reputation and goodwill.

COUNT I
VIOLATIONS OF THE U.S. LANHAM ACT
(Trademark Infringement, False Designation of Origin and Unfair Competition Under
15 U.S.C. §§ 1114(1), 1125(a))

85. Plaintiff repeats and realleges each of the allegations contained in the preceding paragraphs as though more specifically set forth at length herein.

86. Plaintiff has long standing rights in the REVO Marks, which marks are inherently distinctive to the public.

87. Plaintiff owns a U.S. Trademark Registration for the REVO Marks.

88. The REVO Marks have become well-known to consumers throughout the United States as an indication of goods and services emanating from or authorized by a single source, namely Plaintiff, and thus have acquired distinctiveness and secondary meaning.

89. Defendant's distribution, advertisement, offering for sale, and sale of goods and services under the Infringing Mark is likely to cause confusion, to cause mistake, or to deceive in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1), and Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

90. In addition, Defendant's use and promotion of Plaintiff's REVO Marks in commerce constitutes infringement of Plaintiff's REVO Marks in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1), and Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

91. Defendant's wrongful conduct also creates a false designation of origin and a false representation of Plaintiff's goods and services in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a). Defendant's acts intend to suggest and has falsely suggested that Defendant's goods and services are endorsed, sponsored, authorized, or approved by Plaintiff in a manner to mislead consumers.

92. Defendant's acts described herein infringe Plaintiff's Marks, injure Plaintiff's business, reputation, and goodwill, and unless restrained and enjoined, will continue to do so, causing Plaintiff irreparable harm.

93. Defendant's acts of trademark infringement have irreparably harmed and, if not enjoined, will continue to irreparably harm the general public, who has an interest in being free from confusion, mistake, and deception.

94. By reason of Defendant's acts of trademark infringement, Plaintiff's remedy at law is not adequate to compensate it for the injuries inflicted by Defendants. Accordingly, Plaintiff is entitled to injunctive relief pursuant to 15 U.S.C. § 1116.

95. Defendant's acts of trademark infringement are willful and Plaintiff is entitled to damages, and that those damages be trebled under 15 U.S.C. § 1117.

96. The foregoing acts of infringement have been and continue to be deliberate, willful and wanton, making this an exceptional case within the meaning of 15 U.S.C. § 1117 and entitling Plaintiff to an award of attorney's fees.

COUNT II
VIOLATIONS OF THE U.S. LANHAM ACT
(False Advertising, Commercial Defamation and Unfair Competition Under 15 U.S.C.
§ 1125(a))

97. Plaintiff repeats and realleges each of the allegations contained in the preceding paragraphs as though more specifically set forth at length herein.

98. Defendant's conduct, described herein, constitutes false advertising, product disparagement and unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

99. Defendant's commercial statements, made through and in the context of interstate commerce, to customers and dealers that Plaintiff is perpetrating a fraud against government agencies by circumventing emission devices; utilizing "illegal" intellectual property; committing acts of forgery; and defrauding its customers and dealer network; are all false statements. In addition, Defendant's statement that Plaintiff is "bilking" its dealers creates the false and

misleading impression that Plaintiff is undermining its dealer network and is seeking to divert customers away from them.

100. Defendant's false and misleading statements, described above, have misled and have the tendency to mislead and deceive Plaintiff's dealers and customers concerning Plaintiff and its products.

101. Defendant's false and misleading statements are material because they are likely to affect consumers' decisions to purchase Plaintiff's product as well as dealers' decisions to conduct business with Plaintiff.

102. Defendant's false and misleading statements are willful and reckless because Defendant knew or should have known that the statements made were false, and they were intended to deceive, mislead and confuse the parties reading the statements about the manner in which Plaintiff operates its business and the nature of Plaintiff's products.

103. Plaintiff has suffered irreparably injury to its goodwill and reputation as a direct and proximate result of Defendant's false and misleading statements and violations of the Lanham Act.

104. Each of Defendant's separate violations of the Lanham Act, as alleged herein, in combination with one or more of the other violations, also constitutes, in combination, separate aggregate violations of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

105. Defendant's conduct in this respect is continuing and will continue unless restrained by the Court. Unless Defendant is enjoined from engaging in its wrongful conduct, Plaintiff will continue to suffer irreparable injury and harm.

misleading impression that Plaintiff is undermining its dealer network and is seeking to divert customers away from them.

100. Defendant's false and misleading statements, described above, have misled and have the tendency to mislead and deceive Plaintiff's dealers and customers concerning Plaintiff and its products.

101. Defendant's false and misleading statements are material because they are likely to affect consumers' decisions to purchase Plaintiff's product as well as dealers' decisions to conduct business with Plaintiff.

102. Defendant's false and misleading statements are willful and reckless because Defendant knew or should have known that the statements made were false, and they were intended to deceive, mislead and confuse the parties reading the statements about the manner in which Plaintiff operates its business and the nature of Plaintiff's products.

103. Plaintiff has suffered irreparably injury to its goodwill and reputation as a direct and proximate result of Defendant's false and misleading statements and violations of the Lanham Act.

104. Each of Defendant's separate violations of the Lanham Act, as alleged herein, in combination with one or more of the other violations, also constitutes, in combination, separate aggregate violations of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

105. Defendant's conduct in this respect is continuing and will continue unless restrained by the Court. Unless Defendant is enjoined from engaging in its wrongful conduct, Plaintiff will continue to suffer irreparable injury and harm.

COUNT III
VIOLATION OF THE ANTICYBERSQUATTING CONSUMER PROTECTION ACT
(15 U.S.C. § 1125(d))

106. Plaintiff repeats and realleges each of the allegations contained in the preceding paragraphs as though more specifically set forth at length herein.

107. Upon information and belief, Defendant is the owner of the Infringing Domain, www.revotechnikusa.com.

108. Defendant registered and used the Infringing Domain in bad faith and with the specific intent of diverting consumers from Plaintiff's website, unlawfully profiting from use of Plaintiff's REVO Marks, causing harm to Plaintiff and its brand, and creating a likelihood of confusion as to source, sponsorship, affiliation, or endorsement of Defendant by Plaintiff.

109. Defendant actions constitute a violation of the Anticybersquatting Consumer Protection Act, 15 U.S.C. § 1125(d) (the "ACPA").

110. Defendant's unauthorized registration and use of the Infringing Domain have caused and unless enjoined, will continue to cause, irreparable injury to Plaintiff and to the goodwill associated with the REVO Marks.

111. As Defendant's actions constitute a violation of the ACPA, Plaintiff is entitled to an order from this Court directing the Registrar of said domain to transfer the ownership of the Infringing Domain to Plaintiff and an award of damages to be determined at trial as well as attorneys' fees, costs and disbursements.

COUNT IV
COMMON LAW TRADEMARK INFRINGEMENT
(N.Y. Gen. Bus. Law § 360)

112. Plaintiff repeats and realleges each of the allegations contained in the preceding paragraphs as though more specifically set forth at length herein.

113. Plaintiff is the owner of the common law rights in the REVO Marks, including in the mark REVO TECHNIK. Plaintiff's REVO Marks are well known, distinctive and recognized as denoting high-quality goods and services to the purchasing public throughout the United States.

114. Due to such reputation and public awareness, Plaintiff has established valuable good will in connection with REVO Marks.

115. Defendant's unauthorized adoption and use of the Infringing Mark, which is identical or nearly identical to Plaintiff's REVO Marks, and Defendant's wrongful use and appropriation of Plaintiff's REVO Marks in New York is likely to cause confusion or mistake and has and will deceive the public into associating Defendant's goods and services with those of Plaintiff.

116. These acts constitute common law service mark infringement for which Plaintiff has no adequate remedy at law.

117. Upon information and belief, Defendant committed the above alleged acts willfully, in bad faith, and in conscious disregard of Plaintiff's rights, and Plaintiff is therefore entitled to exemplary and punitive damages pursuant to the common law of the State of New York in an amount sufficient to punish, deter and make an example of Defendants.

118. By the acts described above, Defendants have engaged in trademark infringement in violation of the common law of the State of New York.

119. Defendant's acts have caused, and will continue to cause, irreparable injury to Plaintiff for which Plaintiff has no adequate remedy at law.

COUNT V
DEFAMATION IN VIOLATION OF NEW YORK COMMON LAW

120. Plaintiff repeats and realleges each of the allegations contained in the preceding paragraphs as though more specifically set forth at length herein.

121. Defendant published false and defamatory statements about Plaintiff, its products, and business practices on his website, on the eBay website and through emails to dealers within Plaintiff's dealer network.

122. Through such statements, Defendant falsely asserts, *inter alia*, that Plaintiff engages in conduct to defraud government agencies by circumventing emissions devices; Plaintiff defrauds its customers and dealers; Plaintiff commits forgery and Plaintiff diverts customers from its dealer network.

123. Defendant knew the statements concerning Plaintiff were false and defamatory when he published it to others, or Defendant published such statements with reckless or wanton disregard as to whether such statements are true or false.

124. Defendant's statements are defamatory *per se* as they impute fraud and misconduct to Plaintiff thereby causing significant harm to Plaintiff's trade and business reputation, diminishing Plaintiff's goodwill, and subjecting Plaintiff to contempt, ridicule, aversion, ostracism, degradation or disgrace.

125. As a result of Defendant's conduct, Plaintiff has been greatly injured and damaged in an amount to be determined at trial.

126. Defendant's conduct is continuing and will continue unless restrained by the Court. Unless Defendant is enjoined from engaging in wrongful conduct, Defendant will continue to suffer irreparable injury and harm.

COUNT VI
UNFAIR COMPETITION IN VIOLATION OF NEW YORK COMMON LAW
(N.Y. Gen. Bus. Law § 349(a))

127. Plaintiff repeats and realleges each of the allegations contained in the preceding paragraphs as though more specifically set forth at length herein.

128. The adoption and use by Defendant in New York of the Infringing Mark, and unauthorized use and display of Plaintiff's REVO Marks constitutes unlawful appropriation of Plaintiff's exclusive rights in and to its REVO Marks.

129. Through such acts, Defendant improperly trades upon Plaintiff's goodwill and valuable rights in and to the REVO Marks.

130. In addition, Defendant's false and misleading statements and other wrongful conduct, described herein, constitute unfair competition in violation of New York common law.

131. Defendant's false and misleading statements have misled and have the tendency to mislead Plaintiff's customers and dealer network.

132. Defendant's false and misleading statements, described herein, constitute willful and deliberate efforts to cause (i) customers to refrain from purchasing Plaintiff's product; or (ii) Plaintiff's dealers to refrain from continuing to do business with Plaintiff.

133. Defendant's unauthorized use of the REVO Marks and misleading statements have caused and is causing damage and irreparable injury to Plaintiff.

134. The foregoing acts by Defendant constitute unfair competition and infringement of Plaintiff's common law rights for which Plaintiff has no adequate remedy at law.

COUNT VII
BREACH OF CONTRACT

135. Plaintiff repeats and realleges each of the allegations contained in the preceding paragraphs as though more specifically set forth at length herein.

136. Plaintiff succeeded to Revo Developments, Limited's rights under the Agreements.

137. Under the terms of the Agreements, Defendant acknowledged Plaintiff's rights in and ownership of the REVO Marks.

138. Further, the terms of the Agreements set forth that upon termination of the dealership relationship, Defendant was to return or make available for return Plaintiff's proprietary SPP Cable as well as unused REVO materials or goods.

139. Upon termination of the agreement, Plaintiff demanded that Defendant return the SPP Cable and the unused materials.

140. Defendant, however, failed and has refused to comply with such demand

141. Moreover, despite acknowledging Plaintiff's rights in the REVO Marks, and though he is no longer authorized to do so, Defendant continues to use the Infringing Mark and continues to sell and promote REVO branded products and advertise and display Plaintiff's REVO Marks on his website and on his eBay stores.

142. As a result of Defendant's material breaches of the Agreements, Plaintiff has suffered damages in an amount to be determined at trial.

**COUNT VIII
TORTIOUS INTERFERENCE WITH CONTRACT IN VIOLATION OF NEW YORK
COMMON LAW**

143. Plaintiff repeats and realleges each of the allegations contained in the preceding paragraphs as though more specifically set forth at length herein.

144. Defendant's statements, described herein, are knowingly false and defamatory statements about Plaintiff, Plaintiff's business and its products.

145. Defendant's knowingly false, misleading and disparaging statements are causing ~~its dealers~~ to believe that Plaintiff is engaged in a scheme to defraud government agencies and/or ~~that~~ Plaintiff is currently subject to a government investigation and/or that Plaintiff defrauds its ~~dealer~~ network.

146. Defendant statements are made with the unjustifiable intention of harming Plaintiff and its relationship with its existing dealers and to cause injury to Plaintiff's goodwill, reputation and business.

147. Defendant has also solicited Plaintiff's dealers to breach their dealership agreements with Plaintiff by providing Defendant with proprietary information and equipment belonging to Plaintiff.

148. Defendant is well aware that Plaintiff operates through a network of dealers in the United States and that such dealers have entered into valid and subsisting dealer agreements with Plaintiff.

149. Defendant has intentionally and unjustifiably interfered with the business relationships between Plaintiff and its dealers by making knowingly false and misleading statements regarding Plaintiff and its product to induce Plaintiff's dealers to breach their dealer agreement with Plaintiff, including but not limited to, by providing Defendant with proprietary materials belonging to Plaintiff.

150. Defendant has and continues to cause Plaintiff damage, including irreparable injury to Plaintiff's business relationships with its dealers, as well as Plaintiff's good will and reputation.

COUNT IX
TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE IN
VIOLATION OF NEW YORK COMMON LAW

151. Plaintiff repeats and realleges each of the allegations contained in the preceding paragraphs as though more specifically set forth at length herein.

152. Defendant's statements, described herein, are knowingly false and defamatory statements about Plaintiff, Plaintiff's business and its products.

153. Defendant has intentionally and maliciously made such false statements to cause injury to Plaintiff and to Plaintiff's goodwill, reputation and business.

154. Defendant's knowingly false, misleading and disparaging statements are causing dealers and/or customers to believe that Plaintiff is engaged in a scheme to defraud government agencies and/or that Plaintiff is currently subject to a government investigation and/or that Plaintiff defrauds its dealer network.

155. Defendant is well aware that Plaintiff operates through a network of dealers in the United States and Plaintiff intends to further develop this network with other dealers in the automotive industry as well as obtain new customers.

156. Defendant has intentionally and unjustifiably interfered with the business relationships between Plaintiff and those parties by making knowingly false and misleading statements regarding Plaintiff and its product.

157. Defendant has and continues to cause Plaintiff damage, including irreparable injury to Plaintiff's business relationships with its dealers and customers, as well as Plaintiff's good will and reputation.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

A. Enter judgment in favor of Plaintiff and against Defendant on Plaintiff's causes of action stated herein;

B. Grant Plaintiff a permanent injunction enjoining Defendant and its officers, agents, servants, employees, attorneys and all other persons in active concert or participation with any of them, from:

1. Directly or indirectly infringing Plaintiff's trademarks in any manner, including but not limited to the provision, advertising, selling, or offering for sale any services that infringe Plaintiff's trademarks or trade dress; and
2. Using the REVO Marks or any reproduction, counterfeit, copy, or colorable imitation of such mark in connection with the provision, advertising, marketing, sale, offering for sale, or other use of any good or service, including on any website owned or controlled by Defendant, including but not limited to the website, www.europeanpartsemporium.com; and
3. Using any word, term, name, symbol, or device, or any combination thereof, or using any false designation of origin, false, or misleading description of fact, or false or misleading representation of fact, which is likely to cause confusion, or to cause mistake or to deceive as to the affiliation, connection, or association of Defendant with Plaintiff or as to the origin, sponsorship, or approval of a Defendant's services by Plaintiff;
4. Engaging in any other activity constituting unfair competition with Plaintiff or constituting an infringement of the REVO Marks;

5. Making any false, misleading, slanderous, defamatory, or disparaging statements or engaging in false, misleading or unfair trade practices or tortious interference with business relationships, including, without limitation, stating, claiming, suggesting, intimating or implying in any manner whatsoever that Plaintiff is seeking to defraud federal and government agencies by tampering with smog detectors, that Plaintiff has made fraudulent statements to its dealers and/or customers, committed forgery or diverted customers from its dealer network;
6. Making any other false, misleading, slanderous, disparaging or defamatory statements about Plaintiff or Plaintiff's products; and
7. Otherwise engaging in acts, either directly or through other entities, of product disparagement, slander, unfair and deceptive trade practices, unfair competition, or tortious interference with actual or prospective business relations.

B. Enter an order requiring Defendant to immediately place a corrective statement in a form, frequency, manner and publications that are acceptable to Plaintiff and the Court that expressly notifies the public that Plaintiff's does not defraud government agencies, its customers or dealers.

C. Enter an order compelling Defendant to return Plaintiff's proprietary materials, including the SPP Cable;

D. Enter an award directing the Registrar of the Infringing Domain to transfer the ownership of the Infringing Domain to Plaintiff;

E. Enter an award permanently enjoining Defendant, anyone active in concert with or in participation therewith, from registering any domain name with consists of any slogan, name, or mark confusingly similar to the REVO Marks;

- F. Enter judgment awarding Plaintiff compensatory damages, including lost profits;
- G. Order an accounting of Defendant's profits realized in connection with the sale of ~~any infringing~~ products or on account of any false association with Plaintiff and false ~~advertising~~, and an award in such amount to Plaintiff;
- H. Grant an award to Plaintiff of exemplary damages;
- I. Order recovery of compensatory punitive damages for Defendant's willful and malicious actions;
- J. Grant of an award of attorneys' fees under the Lanham Act, 15 U.S.C. § 1117; and
- K. Such other and further relief as the Court may deem just and necessary.

JURY DEMAND

Pursuant to Fed. R. Civ. P. 38(b), plaintiff hereby demands a trial by jury on all issues so triable herein.

Dated: August 13, 2015

Respectfully submitted,

/s/ Melissa A. Peña

Melissa A. Peña, Esq.

Ami Bhatt, Esq.

NORRIS McLAUGHLIN & MARCUS, P.A.

875 Third Avenue, 8th Floor

New York, New York 10022

Phone: 212-808-0700

Attorneys for Plaintiff,
RTK Technologies Limited

To: Brooks, Phillip[Brooks.Phillip@epa.gov]
From: Jim Lofton
Sent: Fri 9/18/2015 4:34:20 PM
Subject: Re: NYTimes.com: Volkswagen Is Ordered to Recall Nearly 500,000 Vehicles Over Emissions Software

Ex. 6

On Fri, Sep 18, 2015 at 12:23 PM, Brooks, Phillip <Brooks.Phillip@epa.gov> wrote:

Ex. 6

Sent from my iPhone

On Sep 18, 2015, at 12:13 PM, Ex. 6 <emailthis@ms3.lga2.nytimes.com> wrote:

Ex. 6

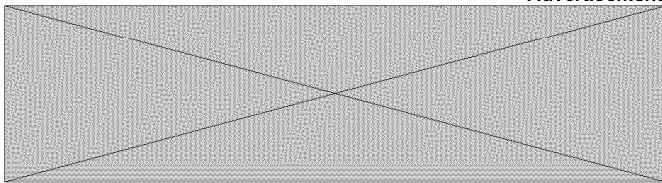
Volkswagen Is Ordered to Recall Nearly 500,000 Vehicles Over Emissions Software

<http://nyti.ms/1inhGmf>

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To: Brooks, Phillip[Brooks.Phillip@epa.gov]
From: emailthis@ms3.lga2.nytimes.com
Sent: Fri 9/18/2015 4:12:26 PM
Subject: NYTimes.com: Volkswagen Is Ordered to Recall Nearly 500,000 Vehicles Over Emissions Software

Sent by jim.lofton12@gmail.com:

Volkswagen Is Ordered to Recall Nearly 500,000 Vehicles Over Emissions Software

By CORAL DAVENPORT

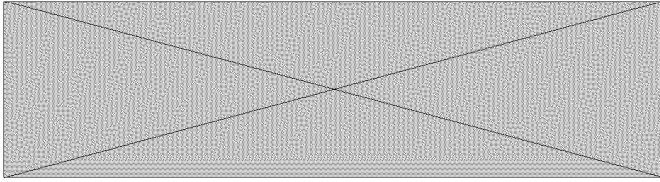
The Environmental Protection Agency issued the company a notice of violation, accusing it of breaking the law by installing software known as a “defeat device” in 4-cylinder Volkswagen and Audi vehicles.

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To: Brooks, Phillip[Brooks.Phillip@epa.gov]
From: Ex. 7 @ARB
Sent: Fri 9/18/2015 3:30:33 PM
Subject: RE: Notice of Violation

Thanks.

Ex. 7

Ex. 7

California Air Resources Board

Ex. 7

Ex. 7 @arb.ca.gov

From: Brooks, Phillip [mailto:Brooks.Phillip@epa.gov]
Sent: Friday, September 18, 2015 8:21 AM
To: Ex. 7 @ARB
Subject: FW: Notice of Violation

See below.

From: Kaul, Meetu
Sent: Friday, September 18, 2015 10:17 AM
To: Geanacopoulos.David@vw.com; Ex. 7 @vw.com
Cc: Brooks, Phillip; Werner, Jacqueline; Belser, Evan; stuart.drake@kirkland.com
Subject: Notice of Violation

Mr. Geanacopoulos and Ex. 7

Per your conversation this morning with Mr. Brooks and others, attached please find EPA's Notice of Violation issued today.

Please contact me with any questions.

Regards,

Meetu Kaul

Ms.Meetu Kaul, Attorney-Advisor

National Marine Enforcement Coordinator
United States Environmental Protection Agency
Office of Civil Enforcement - Air Enforcement Division
WJC South, Room 1117B
1200 Pennsylvania Ave., N.W. (MC 2242A)
Washington D.C. 20460 (Courier 20004)
Direct: 202-564-5472
Fax: 202-564-0069
Email: kaul.meetu@epa.gov

To: Brooks, Phillip[Brooks.Phillip@epa.gov]

Cc: Fisherow, Walter Benjamin (ENRD)[Walter.Benjamin.Fisherow@usdoj.gov]

Ex. 5, 7

Ex. 5, 7

Sent: Fri 9/18/2015 1:56:27 PM

Subject: RE: Providing conference line information

Ex. 5, 7

Ex. 5, 7

From: [Ex. 7] (EEO) [mailto:[Ex. 7]@vw.com]
Sent: Thursday, September 17, 2015 5:01 PM
To: Brooks, Phillip
Subject: Re: Providing conference line information

Hello Phil,

Dave and I have both cleared our schedules and we can meet at 9:00. Talk to you then.

[Ex. 7]

Sent from my iPhone

On Sep 17, 2015, at 2:33 PM, Brooks, Phillip <Brooks.Phillip@epa.gov> wrote:

Just to be sure I gave you the correct information: the call tomorrow at 9:00am

will be on a conference line at **Non-Responsive** The Conference Code is **Non-Responsive**
Non-Responsive

If you have questions, or need assistance, please call.

Philip A Brooks

Director, Air Enforcement Division

OCE/OECA

U.S. Environmental Protection Agency

(202) 564-0652

To: Fisherow, Walter Benjamin (ENRD)[Walter.Benjamin.Fisherow@usdoj.gov]; Evan Belser[Belser.Evan@epa.gov]; Bunker, Byron[bunker.byron@epa.gov]
From: Brooks, Phillip
Sent: Fri 9/18/2015 8:26:30 PM
Subject: Please see the attached that I just received

Ex. 5

From: European Parts [mailto:vwemporium@aol.com]
Sent: Friday, September 18, 2015 4:04 PM
To: vwemporium@aol.com; McDaniel, Doug; Pugliese, Holly; Ruske, Ross
Subject: Re: Some key points of interest EPA emission violations.

Attention EPA.....

Maybe I wasn't so wrong here, and shouldn't be ignored when stating something!

<http://www.nytimes.com/2015/09/19/business/volkswagen-is-ordered-to-recall-nearly-500000-vehicles-over-emissions-software.html?hp&action=click&pgtype=Homepage&module=first-column-region®ion=top-news&WT.nav=top-news&r=0>

Especially with very recent reports that seem to fall on deaf ears by me directly.

So you let this continue for 6 years.....?

Be advised VW-AUDI TFSI and TSI 2005> all do this for GAS cars..... not just diesels.

2000> ALL VW-AUDI supporting KWP 2000 updates have done this, additionally for misfire deletes or CAT thresholds by OEM andThe AFT I very recently reported.

So I am being sued in Federal Court, by a Foreign National Company that purports this fraud, and illegal acts due to your failure to listen.

Seems not so fair, and I am extremely disappointed with Government right now, I have been hung out to dry. FAIL!

Sincerely,

Jack Shapiro E.P.E.
VAS>Geko ASE Extern
7076062 NYS DMV
SAE>NASTF

European Parts Emporium
Immobilizer Solutions
1001 State Route 17K
Montgomery New York 12549 USA

vwemporium@aol.com

845-457-9808 TEL/FAX
845-784-0335 Net

-----Original Message-----

From: Pugliese.Holly <Pugliese.Holly@epamail.epa.gov>
To: vwemporium <vwemporium@aol.com>
Cc: Chris.White <Chris.White@mail.house.gov>
Sent: Tue, Apr 6, 2010 9:42 am
Subject: Re: EPA VW Issue.

Mr. Shapiro.

The SVM tool allows for access to and the reconfiguration of manufacturer calibration information contained in VW's vehicle modules. Throughout the history of EPA's involvement in regulating service information, we have been supportive of manufacturer efforts to control and protect the access to the underlying computer code and/or the ability to change vehicle configurations. EPA has always asserted that, while aftermarket shops need the ability to reprogram emissions-related modules, access to the underlying code is not required to complete a repair. In fact, requiring manufacturers to allow such access would undermine EPA's anti-tampering laws which make a federal offense to intentionally or unintentionally alter the original EPA certified configurations of a vehicle.

EPA has worked closely with manufacturers and the aftermarket over the years to balance the needs of the aftermarket to be able to complete emissions-related repairs while allowing manufacturers to prevent tampering and manage liability. There is nothing in the regulations that require manufacturers to make available the means to do a repair in exactly the same manner as a dealer. In fact, the pass-through reprogramming provisions in our regulations specifically require manufacturers to adopt the generic industry standard developed by the Society of Automotive Engineers for pass-through reprogramming to ensure that aftermarket shops can perform reprogramming without having to invest in more costly manufacturer-specific tools that dealers are required to purchase to perform these same repairs.

VW has 3 options in place for the aftermarket to complete repairs such as this that require a security ID that you have been requesting.

- VW's fulfillment house provides a service whereby VW technical support staff can, through an on-line connection to the diagnostic tool, enter the password required to complete the operation
- VW's service information web site provides access to software that makes this function available for use with a lap top and a pass thru device. An enrollment process is required for security reasons, which EPA believes is reasonable.
- VW also participates in the Secure Data Release Model which was developed as a joint effort between manufacturers and the National Automotive Service Task Force which specifically designed to allow "registered" independents to obtain access to security information. An enrollment process is required for this as well.

While we understand that more sophisticated technicians may wish to have access to the underlying module information that some dealers have access to, EPA regulations do not compel manufacturers to do so if they have in place reasonable alternatives to complete the same repairs. In the case, we believe that VW has made available several reasonable options and therefore we do not think it is appropriate to require VW to release the SVM tool.

Regards,

Holly

From:	vwemporium@aol.com
To:	Holly Pugliese/AA/USEPA/US@EPA
Cc:	Chris.White@mail.house.gov
Date:	03/18/2010 06:29 PM
Subject:	Re: EPA VW Issue.

Hello Holly,

The information I sent you was a simulation of what can be experienced but not exactly what I experienced, and I believe I was clear and apologize if I was not.
The module will not retain the coding in certain instances. It will become all zeros if there is a disruption on the gateway, or the grounds cause some sporadic spike for the ABS module etc.
Including power interruption as stated by VW, is correct if just pulling a fuse.

I experienced the coding of the ABS module to go to all zeros, however I could still communicate with the module and if you don't have the SVM access you cant configure the module even with the current base CD 16 other then via SVM.

Based on the final rule of 2003 I bought the tester VAS 5052 at full retail. I am entitled to the information, all services a dealer technician is to have access to. There was no crippled emissions only version made or offered in the USA at any time.

The repair information or the tester can't access the config of this module at all. It must enter a proprietary mode via the SVM server known as 83 communication mode, as I have stated before in order to recode, or install a new ABS module to config.

I have since figured out how to duplicate what I have stated above, by not removing a fuse, and can send you screen shots as well as a data log of the communication to prove you, your obd engineer and VW are incorrect.

This is also incorrect in regards to the following statement with answers .

"EPA OBD engineers have reviewed the additional information you provided to us and we consulted with VW. VW advised us that they are aware of the fact that, when an ABS module has a loss of communication, it will not communicate the long code data, as it has lost communication. According to VW, the module itself does not lose the data, (INCORRECT not each time) it merely cannot broadcast it when it has lost communication. When power to the module is restored, the long coding data can then be read. (THIS IS INCORRECT!) (You can only read that it is now zero long coding string lost, you can talk to the module of the ABS but it has lost its config as I have stated previous. At this point you require SVM via the GTI test plan or any other for this driveline)

The test you conducted by removing a fuse to simulate the bad ground the car had initially (as shown in the screen shots you provided) (YES BASED ON THE SCREEN SHOTS I PROVIDED BUT I ALSO ASKED YOU IF YOU REQUIRED MORE DETAILED DATA AND ALSO DESCRIBED THE PROBLEM LONG BEFORE TO YOU IN PREVIOUS EMAILS) subsequently set codes in all other modules indicating that no communication was received from the ABS module. Again, a module will not communicate on the bus if it has lost power supply. When the power is restored, the module will show all data, and can be read with a scan tool. This module does not require reprogramming or reconfiguration as this information is retained in the module. (THIS IS ALSO INCORRECT. Not in all cases such as the one I have requested the data in regards to.)

According to VW service information is available to aftermarket shops for all models that receive vehicle speed from the ABS controller. In addition, service diagnostics information is available for all VW platforms to diagnose the "Loss of Communication" fault that you reported, regardless of the actual location of the vehicle speed sensor (VSS). VW also has a technical service bulletin for a scan tool software release 14.88.00 (released Aug. 7, 08) "that may not code these modules correctly and it will take SW 14.89.00 (released Sept. 17, 08) before this condition is corrected". (THIS HAS NEVER BEEN CORRECTED BECAUSE THE VAS 5052 TESTER CANT ENTER 83 MODE MANUALLY OTHER THEN VIA THE SVM SERVER TO DATE AUTOMATICALLY)

Scenario :

OK for example: If you have a faulty abs module. Which will not communicate with the above condition for example, power loss IE grounds, water damage, etc. You require a new abs ECU. I install a new one, Its factory default coding will be coded all zeros. I plug in my VAS 5052 tester purchased from VW with a full up to date subscription of base 16 in order to configure. I am then asked by the tester for my Username and password for Geko access for SVM to finish the repair. Hence why I am asking for your assistance in this matter!
VW wont allow login for geko cars below 2010.

And

I believe this is an important safety issue as well.

Please provide the proper contacts if you have them.

I believe this is still a EPA authority based on the final rule. As I have stated above. Am I incorrect with what I have stated in regards to buying a complete factory tester at full retail price?

I purchased my tool in good faith with the impression I would be able to perform safe and complete repairs to compete with the dealer network on a fair playing field, to provide safe and emission compliant repairs as I am required to by law as per the DMV regulations of NYS as a licensed repair facility.

Please advise

Regards,

Jack Shapiro

-----Original Message-----

From: Pugliese.Holly@epamail.epa.gov

To: vwemporium@aol.com

Cc: Chris.White@mail.house.gov

Sent: Thu, Mar 18, 2010 3:49 pm

Subject: Re: EPA VW Issue.

Mr. Shapiro:

Based on the additional information you provided to us, it seems the fundamental issue you are having after conducting the GTI test plan is that you are still unable to read the long code data for the ABS module with a U0121 code set. It is your position that this is an emissions-related issue and that the aftermarket must have access to VW's SVM tool in order to properly perform a repair as there is no technician help line available for independent technicians.

Based on the information you provided to us, it appears that you were attempting to read ABS information when the module did not have a proper power supply (i.e. bad ground).

EPA OBD engineers have reviewed the additional information you provided to us and we consulted with VW. VW advised us that they are aware of the fact that, when an ABS module has a loss of communication, it will not communicate the long code data, as it has lost communication. According to

VW, the module itself does not lose the data, it merely cannot broadcast it when it has lost communication. When power to the module is restored, the long coding data can then be read. The test you conducted by removing a fuse to simulate the bad ground the car had initially (as shown in the screen shots you provided) subsequently set codes in all other modules indicating that no communication was received from the ABS module. Again, a module will not communicate on the bus if it has lost power supply. When the power is restored, the module will show all data, and can be read with a scan tool. This module does not require reprogramming or reconfiguration as this information is retained in the module.

According to VW service information is available to aftermarket shops for all models that receive vehicle speed from the ABS controller. In addition, service diagnostics information is available for all VW platforms to diagnose the "Loss of Communication" fault that you reported, regardless of the actual location of the vehicle speed sensor (VSS). VW also has a technical service bulletin for a scan tool software release 14.88.00 (released Aug. 7, 08) "that may not code these modules correctly and it will take SW 14.89.00 (released Sept. 17, 08) before this condition is corrected".

After reviewing the information you provided, we have concluded that the SVM tool is not necessary for this particular repair and that EPA does not have the legal authority to require the release of the SVM tool.

Regards,

Holly Pugliese
US EPA

From: vwemporium@aol.com
To: Holly Pugliese/AA/USEPA/US@EPA
Cc: Chris.White@mail.house.gov
Date: 03/18/2010 12:02 PM
Subject: Re: EPA VW Issue.

Hello Holly,

Is there a response?

I also wanted you to be advised I requested a username and password again via a customer advocate verbally over the telephone.

Ref # 100119652

There response was to inform me over the phone, VW, has not changed there position.

I let them know I would be moving forward civil and on a media level if they could not supply a use of this service in 30 days.

I asked them to reconsider there position on the matter.

I was wondering have they reconsidered allowing me access to this service through you and do you have the power to enforce this if they have not?

Regards,

Jack Shapiro

-----Original Message-----

From: Pugliese.Holly@epamail.epa.gov

To: vwemporium@aol.com

Cc: Chris.White@mail.house.gov

Sent: Wed, Mar 10, 2010 3:42 pm

Subject: Re: EPA VW Issue.

We are working on a formal response which we should have for you by the end of the week. Thank you for your patience.

From: vwemporium@aol.com
To: Holly Pugliese/AA/USEPA/US@EPA
Cc: Chris.White@mail.house.gov
Date: 03/08/2010 02:45 PM
Subject: EPA VW Issue.

Hello Holy Pugliese EPA,

Is there any information in regards to this issue with VW-Audi for the SVM-GEKO system?
It has been many months with no information.

Do you require any additional information?
Do you have correspondence from VW-Audi for me to review for rebuttal?

Best,

Jack Shapiro

Hello Holly Pugliese EPA

Please see data attached via scan of my car 2009 TDI.
If you require screen shots of the VAS 5052 or repair data to back up my previous statements for this car, or other earlier cars with similar issues prior to 2010 requiring SVM potentially, let me know.

This was induced by pulling a fuse to simulate the bad ground the car had initially, also causing the config of the ABS long coding to become all zeros.

TSB/TECH tip reference to support such claims below that an issue existed even on the dealer level.

TSB/Tech tip which we as independents didn't get access to until end Dec of 2008.

TT 45-08-05

2009 Jetta, GTI, EOS, Rabbit - ABS Module Long Coding

The above listed vehicles are equipped with a long coded ABS module. Tester software (SW) 14.88.00 may not code these modules correctly and it will take SW 14.89.00 before this condition is corrected. In the meantime, please read out any long coded ABS units before replacing the ABS module or the instrument cluster, in order to manually reinstall the coding in a replacement part. If the coding has been lost for any reason, try to code through the GTI test plan and, if an error is still returned, contact the VW Technician's Help line. A workaround process is in place.

After conducting this test path the only thing left is SVM as there is no Tech help line open to independents.

Please advise.

Best,
Jack Shapiro

Proprietary area of scanner :

1 Fault Found:

049441 - No Communication with ABS Brake Control Module

U0121 - 000 - - - Intermittent

Freeze Frame:

Fault Status: 00100000

Fault Priority: 2

Fault Frequency: 1

Mileage: 2737 km

Time Indication: 0

Date: 2000.00.00

Time: 01:07:05

OBD2 mode of scanner waiting to pend with problem induced to recreate.

With reset of DTC's still showing pend for issue.

Mode 07: Pending emission related fault codes

Address 7E8: 1 Fault Found:

U0121 - No Communication with ABS Brake Control Module

Mode 9 : Calibration Identification

Type 02 - VIN : 3VWAL71K19M007485 (Address E8)

Type 04 - Calibration ID : 03L997016N 5109 (Address E8)

Type 06 - Calibration Verification Number : F8D4A8FC (Address E8)

Type 0A - Controller Name : ECM-Engine Control (Address E8)

Mode 07: Pending emission related fault codes
Address 7E8: 1 Fault Found:
U0121 - No Communication with ABS Brake Control Module

OBD DTCs erased

Mode 07: Pending emission related fault codes
Address 7E8: 1 Fault Found:
U0121 - No Communication with ABS Brake Control Module

-----Original Message-----

From: Pugliese.Holly@epamail.epa.gov
To: vwemporium@aol.com
Sent: Fri, Jan 8, 2010 8:18 am
Subject: Re: update on EPA discussion with VW

If I understand you correctly, you are suggesting that access is needed to ABS and other systems through SVM because they trigger emissions related DTCs? Is that correct? I just want to make sure I understand your assertion so I can communicate further with VW.

thanks..

From: vwemporium@aol.com
To: Holly Pugliese/AA/USEPA/US@EPA
Cc: Chris.White@mail.house.gov
Date: 01/07/2010 04:02 PM
Subject: Re: update on EPA discussion with VW

Mrs. Pugliese,

I believe I have made myself very clear here and I am not only referring to the Immobilizer program when referring to the technical service bulletin I provided you.

The program I have specifically referred to is **SVM**

SVM: stands for Software Version Management. (This also requires a user name and password for Geko even for cars below 2010) Cars that may require coding range from 1989> from the introduction of the VAG1551 to present day which clearly states will effect emissions if not done proper via the repair manual.

The repair manual used to contain the coding and long coding data to configure these options. It has been deliberately removed and I can prove this if you require.

They moved it to the factory tester and then to the online server via **SVM**.

This was denied to me on my very own VW Jetta TDI 2009 car via the factory tester. For long coding the ABS and ESP to the car to work with the engine ECU which clearly displayed a fault for the impairment. A DTC constitutes failure of emissions in the engine ECU. when informed via the gateway that the ABS is at odds.

This access is required in order to perform emissions related repairs.

As I have said in your final rule they must make available all the same services of the factory tester to me that they provide to there dealership even if non related to emissions due to not selling a crippled emissions version only. This would have been registered with you and was not ever to this day or at time I purchased my OEM VAS 5052 factory scanner.

Please advise,

Jack Shapiro

-----Original Message-----

From: Pugliese.Holly@epamail.epa.gov

To: vwemporium@aol.com

Cc: Chris.White@mail.house.gov

Sent: Thu, Jan 7, 2010 3:10 pm

Subject: Re: Fwd: update on EPA discussion with VW

Mr. Shaprio. Attached is a summary of EPA's finding regarding the VW issues that have been raised to us. In short, we do not believe that VW is in violation of EPA's service information regulations based on the the information we have been provided to date. Please read through this and if you have any questions or additional information you would like us to consider, please let me know.

Regards,

Holly Pugliese
US EPA

From: vwemporium@aol.com

To: Holly Pugliese/AA/USEPA/US@EPA

Cc: Chris.White@mail.house.gov

Date: 12/28/2009 01:53 PM

Subject: Fwd: update on EPA discussion with VW

Hello Mrs. Pugliese EPA US Federal Government,

I have left 3 phone messages in your office since the end of Oct. With the last one today being left.

Is there anything to report on the status of this situation?

VW-Audi yet again has modified the procedure of which to perform the actions required and still have not made available an SVM program with Geko program that is in the same fair competition manner as there franchises to the aftermarket repair shop.

They have changed suppliers and criteria in which they supply information again.

I have been told via a letter they will no longer supply technical bulletins in the manner they have in the past.

Keep in mind these bulletins are the ones we submitted to you with the evidence supplied.

What are you doing about this?

When do I get a username and password to access SVM Geko, the same information and repair procedures/instructions for the factory scanner I purchased from VW-Audi at not a reduced price that was registered with the EPA? In the same manner as a franchise with all required data in order to perform repairs.

Best Regards,
Jack Shapiro

-----Original Message-----

From: Pugliese.Holly@epamail.epa.gov

To: ywemporium@aol.com

Sent: Thu, Oct 15, 2009 1:04 pm

Subject: Re: update on EPA discussion with VW

Hi Jack and thanks for the additional info. I don't have anything in writing to share with you at this point.

We have had a few conference calls and EPA is analyzing the situation so we can make a decision. I don't think I need anything else from you at this point, I have all of the the e-mails you sent to Jim Clyne so I will keep you posted.

Thanks.

Holly

From: ywemporium@aol.com

To: Holly Pugliese/AA/USEPA/US@EPA

Cc: Chris.White@mail.house.gov

Date: 10/14/2009 12:18 PM

Subject: Re: update on EPA discussion with VW

t Hello Mrs. Pugliese,

This is not just about service information.

It was also in regards to the factory tester not being supported which I purchased from them and a subscription I'm currently maintaining. However I'm not getting nor have I been given access to the same services as the dealer level for the machine. User name and password for GEKO and SVM server access in order to configure control units and marry immobilizers. They are separate services.

Has VW-Audi provided you with any documentation that I may review so I may further research what they state in writing to you?

I am beyond confident I can prove what I have submitted already.

If you require any information or an outside understanding of a service please ask me.

It is my understanding that VW-Audi has purposely tried to convolute the data in order to make it seem like they comply to the EPA and Federal Government when they clearly do not with there Geko program.

I am clearly not referring to Pass-Thru in regards to the functions of the factory tester that have been denied to me. Pass-Thru has only recently become available and the services are still not there I describe. This data has been withheld from me for several years.

Additionally I purchased a life membership for Geko through Resolve Archway Corp on behalf of VW-Audi many years ago. I have already passed a back ground check, am bonded in the state of NY Licensed as a retail repair facility and dealer. They are now trying to change these conditions along with make me sign a different contract using a Pass-Thru device.

I request you enforce them to make the machine VAS 5052 supported as there dealers use that I purchased with the same services extended to me with continuity.

Please advise

Best,

Jack Shapiro

European Parts Emporium
1001 State Route 17K
Montgomery New York 12549 USA

vwemporium@aol.com

845-457-9808 TEL
845-457-9462
845-457-9461 FAX

NYS DMV LIC # 7076062

-----Original Message-----

From: Pugliese.Holly@epamail.epa.gov
To: vwemporium@aol.com
Cc: jjclyne@gw.dec.state.ny.us
Sent: Wed, Oct 14, 2009 11:31 am
Subject: update on EPA discussion with VW

Hello Mr. Shapiro. This is a quick note to let you know that EPA is in conversations with VW on the recent issues you raised regarding the availability of their service information. We haven't come to any conclusions yet, but I will keep you posted. If you have any questions in the meantime, please contact me directly.

Regards,

Holly Pugliese
US EPA
734-214-4288
pugliese.holly@epa.gov

From: vwemporium@aol.com [<mailto:vwemporium@aol.com>]
Sent: Tuesday, May 11, 2010 2:50 PM
To: Immekus, Kurt; VWoA Tech Info; vwgoa@arvatousa.com
Cc: Pugliese.Holly@epamail.epa.gov
Subject: Fwd: New VW and Audi Immobilizer Program GEKO ID request

Hello Kurt, Vwgoa, Arvato,

Correction, Uwe Ross said you left him a message on Thursday the 6th, he was on vacation.

He has advised me he will be returning your call.

To keep you advised of what I have knowledge of.

However, Mr. Bierdämpfel has not received an inquiry according to him.

Please see his e-mail below.

Best,

Jack Shapiro

-----Original Message-----

From: vwemporium@aol.com

To: Kurt.Immekus@vw.com

Cc: Pugliese.Holly@epamail.epa.gov; Uwe@Ross-Tech.com

Sent: Fri, May 7, 2010 10:47 am

Subject: Fwd: New VW and Audi Immobilizer Program GEKO ID request

Hello Kurt,

Maybe they have not returned your call or inquiry because there was not one according to them.

Just in case.

Here is an e-mail from Mr. Bierdämpfel.

Additionally.

Contact information for Uwe Ross.

Uwe Ross

Ross-Tech

Uwe@ross-tech.com

Work 267-638-2300 ext 110

Best,

Jack Shapiro

-----Original Message-----

From: KARLYN16@aol.com

To: vwemporium@aol.com

Cc: Kurt.Immekus@vw.com

Sent: Fri, May 7, 2010 10:29 am

Subject: Re: New VW and Audi Immobilizer Program GEKO ID request

Hello Jack,

Nobody from VW has contacted me about your references.

They are welcome to contact me at anytime.

Best Regards,

Karl

Karl Bierdämpfel

Karlyn Industries Inc.

(845) 351-2249

In a message dated 5/7/2010 10:21:54 A.M. Eastern Daylight Time, vwemporium@aol.com writes:

Hello Karl,

VW says you haven't given a reference or returned there contact.

Please advise,

best,

Jack Shapiro

-----Original Message-----

From: Immekus, Kurt <Kurt.Immekus@vw.com>

To: vwemporium@aol.com

Sent: Fri, May 7, 2010 7:43 am

Subject: RE: New VW and Audi Immobilizer Program GEKO ID request

The ID usually takes a couple of weeks, plus I haven't heard back from your references.

Thank You for asking

From: vwemporium@aol.com [mailto:vwemporium@aol.com]

Sent: Thursday, May 06, 2010 4:55 PM

To: Immekus, Kurt; vwgoa@arvatusa.com; VWoA Tech Info

Cc: Pugliese.Holly@epamail.epa.gov

Subject: Re: New VW and Audi Immobilizer Program GEKO ID request

Hello Kurt, Arvato, Vw-techinfo,

It has been over three days. What is the status of the application for Geko.

Do you require anything else?

Please advise,

Best,

Jack Shapiro

-----Original Message-----

From: Immekus, Kurt <Kurt.Immekus@vw.com>

To: vwemporium@aol.com

Sent: Fri, Apr 30, 2010 3:17 pm

Subject: RE: New VW and Audi Immobilizer Program GEKO ID request

Thanks Jack

We will begin processing

Regards

Kurt

From: vwemporium@aol.com [mailto:vwemporium@aol.com]

Sent: Friday, April 30, 2010 3:05 PM

To: Immekus, Kurt

Cc: VWoA Tech Info; vwgoa@arvatousa.com; Pugliese.Holly@epamail.epa.gov

Subject: Re: New VW and Audi Immobilizer Program GEKO ID request

VWGoA,

Arvato,

Techinfo,

Hello Kurt,

You should know this.

One of the documents you sent is corrupt. I was able to fix and print via paint.

The fields were all screwy. I attached a repaired one for you as well in fixed_doc.PNG.

I sent my documents via fax.

Here they are again just in case attached labeled

Jack_Shapiro_LSID_S8MV2T35_NYS_7076062_IRF_403738.pdf

Best,

Jack Shapiro

European Parts Emporium

1001 State Route 17K

Montgomery New York 12549 USA

845-457-9808 TEL.

845-457-9461 FAX

vwemporium@aol.com

7076062 NYS DMV LICENSE

IRF 403738

FED/NYS Tax ID 14-178-8811

NASTF LSID # S8MV2T35

-----Original Message-----

From: Immekus, Kurt <Kurt.Immekus@vw.com>

To: vwemporium@aol.com

Sent: Thu, Apr 29, 2010 1:59 pm

Subject: RE: New VW and Audi Immobilizer Program GEKO ID request

Hello,

Fill out the two attached forms and fax them back to the Fax number provided.

Thank You

Erwin Support

From: vwemporium@aol.com [mailto:vwemporium@aol.com]
Sent: Thursday, April 29, 2010 12:27 PM
To: Immekus, Kurt; vwgoa@arvatousa.com; VWoA Tech Info
Cc: Pugliese.Holly@epamail.epa.gov
Subject: Re: New VW and Audi Immobilizer Program GEKO ID request

Hello VW-Audi Arvato, Kurt, Eddie

I would like my account activated for username and password for my VAS5052 for GEKO

My NASTF LSID # s8mv2t35

My IRF # is 403738

I am currently registered for the older Geko program for remote take over access.

Please advise of any additional information you require.

Regards,

Jack Shapiro

Euopean Parts Emporium

1001 State Route 17K

Montgomery New York 12549 USA

845-457-9808 TEL

845-457-9461 FAX

vwemporium@aol.com

-----Original Message-----

From: Immekus, Kurt <Kurt.Immekus@vw.com>

To: vwemporium@aol.com; vwgoa@arvatousa.com; VWoA Tech Info <TechInfo@vw.com>

Cc: Pugliese.Holly@epamail.epa.gov; Chris.White@mail.house.gov

Sent: Wed, Mar 31, 2010 7:32 am

Subject: RE: New VW and Audi Immobilizer Program GEKO ID request

Hello Jack,

As explained in the communications distributed last year, to get a security ID for the laptop based system you still need to fill out the application forms listed in the 2010 Immobilizer instructions under the reprogramming heading on the home page of the web site. To get a Geko Id for your VAS device which includes access to security features you must participate in the NASTF secure data release model by completing the application for a Locksmith ID.

Thank You

Kurt Immekus

From: vwemporium@aol.com [<mailto:vwemporium@aol.com>]

Sent: Tuesday, March 30, 2010 6:35 PM

To: vwgoa@arvatousa.com; VWoA Tech Info; Immekus, Kurt

Cc: Pugliese.Holly@epamail.epa.gov; Chris.White@mail.house.gov

Subject: Fwd: New VW and Audi Immobilizer Program GEKO ID request

Hello Eddie, Kurt, and whom it may concern @ VW-Audi

Kurt I have left you a voice mail @ 4:10PM today in regards to this.

I require a user name and password for both **Pass-thru and the VAS 5052 for GEKO** so please don't be confused.

I own both a VAS 5052 and a ACTIA Pass-Thru XS device.

I am currently registered for the GEKO pin program for 2009 and earlier vehicles for remote take over access of my VAS 5052 tester.

This is part 2 of the document provided by the EPA but it is not referenced on your web site with continuity in regards to the VAS testers.

2010 model year vehicles and later:

- o Immobilizer reprogramming is done directly via the Erwin site and does not require interaction with the fulfillment house and is \$29.95 per instance

- o The process can either be done with a **VAS 5052 or a J2534 pass-thru** cable and a laptop for shops who do not own the VW specific tool.

- o A GeKo ID is required for this process. Aftermarket shops who are already registered will need to re-register with VW, but do not have to pay the \$100 fee. A shop who has never registered with VW will need to do so and pay the one time \$100 fee.

Eddie I don't understand how you could not understand what I was asking but you can see below the Geko information is to be requested from you for 2010 and newer vehicles from Arvato.

It doesn't include the VAS 5052 so maybe this is where you may have misunderstood me in the prior e-mail.

<https://erwin.vw.com/erwin/showVasIndex.do>

Again please escalate this matter because I have been requesting this data since 2008 OCT>

I have now sent in two applications to Resolve corp in AUG of 2009 and Dec 2009 with no response.

I also tried in AUG of 2009 to register with the NASTF but they were not ready before you released the program data criteria which you changed anyway.

I have correspondence from the CEO of the NASTF to back up what I'm saying.

If there is documetation or fees required please advise.

Regards,

Jack Shapiro

European Parts Emporium

1001 State Route 17K

Montgomery New York 12549 USA

845-457-9808 TEL

845-457-9461 FAX

vwemporium@aol.com

Important:

For pre 2010 pass-thru Immobilizer Instructions please read the following document:
[VW Revised Immobilizer Service Program for independent Workshops.](#)

For 2010 and beyond pass-thru Immobilizer Instructions, please read and follow the directions below.

Overview - Introduction

The Anti-theft Immobilizer system on Audi, Bentley, Lamborghini and Volkswagen vehicles, prevents the engine from being started by unauthorized means.

Some vehicle electrical system control modules that monitor or control engine emissions, as well as some related modules, are integrated with the Anti-theft Immobilizer system.

Table of Contents

- Introduction: [Before you Begin](#)
- Devices: [Recommended Pass-Thru Devices](#)
- Setup: [Immobilizer PC Setup](#)

Step by Step

- Step 1: [Complete Pass-Thru Enrollment Forms](#)

- Step 2: [Install VWGoA Certificate](#)
- Step 3: [Register for erWin](#)
- Step 4: [Download VAS for PC Base Software](#)
- Step 5: [Download VAS for PC Brand Software](#)
- Step 6: [Purchasing a 24 Hour Immobilizer License](#)
- Step 7: [Perform Immobilizer Adaption](#)

Before You can Replace an emission part

Should an emissions related control module that is integrated with the anti-theft immobilizer system require replacement, the new module must be adapted to the anti-theft immobilizer system. Adaptation is required for secure data communication between all vehicle system modules that are integrated with the immobilizer system. Module examples are: Engine Control Module (ECM) and Transmission Control Module (TCM), anti-theft immobilizer control module or instrument cluster, and vehicle keys.

The VAS for PC software enables immobilizer adaptation of applicable control modules on *m.y. 2010 and newer*, Audi, Bentley, Lamborghini and Volkswagen vehicles. Users are guided through the adaptation process via an interactive graphics and text interface.

Requirements for using the VAS for PC software:

- You have enrolled into the program [Step 1: Complete Pass Thru Enrollment Forms](#)
- You have received an email from VWGoA that contains a Security ID and Password to access the immobilizer application hosted in Germany
- You have received an email from VWGoA that contains a certificate file (e.g. `IndepeDeale.30001.300999.pfx`)
- You have installed the certificate onto your PC
- You have obtained a J 2534-1 Pass Thru device [Recommend Devices](#)
- You have the JVM 1.4.2_15 or later installed on your PC: For the latest Java update, click <http://www.java.com>
- Your computer environment meets the requirements outlined in [Immobilizer for PC Setup](#)

Recommended J 2534-1 Pass-Thru devices

Pass thru devices are available for purchase from a recommended Manufacturer for registered workshops to perform Immobilizer functions. The Pass Thru devices that have been tested to work with VAS for PC follow:

- Passthru+ XS (Firma: I+ME ACTIA GmbH): Firmware 2.07o, Driver 2.07p
Available from ACTIA Corp.
<http://www.passthruXS.com> or (734) 266-2083
- CarDAQ-Plus cable bundle (Drew Technologies): Firmware 01.09.14, Driver 01.09.16
Available from Drew Technologies, Inc.
<http://www.drewtech.com> or (734) 222-5228
- iFlash 2534 Global Programmer (Bluestreak): Firmware 2.11, Driver 5.20
Available from Blue Streak Electronics
<http://www.bsecorp.com> or (905) 669-4812

Email at Info@bsecorp.com

- VSI-2534 Vehicle Connection (Dearborn Group Technology): Firmware 1_112, Driver 2_05_22
Available from Dearborn Group Technology
<http://www.dgtech.com/>

Notes:

- Currently, Pass Thru re-programming supports SAE J2534-1 version 4.04 only.
- Please ensure that you have installed the appropriate driver for your Pass Thru device.
- For details read the documentation shipped with your device or contact the manufacturer.

Immobilizer for PC Setup

Minimum System Requirements

PC:

- CPU 1.7 GHZ
- RAM 1 GB
- Graphics 1024x768
- Hard Disk 10 GB Available
- USB connection for Pass-Thru-Box
- DVD
- LAN 100 Mb Broadband

Diagnostics:

- J 2543-1 Pass Thru device
- Battery Charger connected to vehicle during adaption

Warning:

- VAS adaption drains car batteries very quickly. If the battery charge depletes before adaption finishes, permanent damage to modules integrated with the immobilizer system could occur.

Software:

- Windows XP Professional (Service Pack 2) OR Windows 2000 (SP 4)
- VAS for PC Base CD or erWIN download (v16.12 or later)
- VAS for PC Make CD(s) or erWIN download (Audi, Bentley, Lamborghini, and/or VW)
- Microsoft Internet Explorer 6.0 SP 2, plus:
 - Microsoft XML Parser 4.0 SP2

- Adobe Acrobat Reader 5.05
- Java 2 Runtime Environment 1.4.2_15. For the latest Java update, click <http://www.java.com>

VAS for PC System Limitations

The VAS for PC application is designed to adapt modules to the anti-theft immobilizer system on MY 2010 or later vehicles only. The software must be run when replacing emissions related parts such as the ECM, TCM, IC, vehicle keys, and the anti-theft immobilizer control module. This software package includes the following product components:

- VAS for PC Base software (Ver. 16.12 or later)
- VAS for PC Make software matching the brand(s) you repair: Audi, Bentley, Lamborghini, and/or VW.

Note:

Using this product for any purpose other than adapting emissions related parts to the immobilizer system is not recommended or supported.

Link to Manuals: [Siemens VAS for PC Manual](#), [Quick Reference and Troubleshooting document](#)

Step 1: Complete Pass Thru Enrollment Forms

What's needed?

- You must have a broadband internet connection
- You must be a licensed Independent Workshop with a Windows 2000 or XP computer see [minimum requirements](#)

How?

Step 1. Contact: Arvato at (800) 544-8021 or Mail to: vwgoa@arvatousa.com
Arvato will provide you with the following enrollment forms.

- VWGoA Immobilizer Service Application
- VWGoA Network Security ID Request form

Step 2. You must complete and submit the forms along with your business license documentation

and a \$100.00 Application Fee.

Notes: Your application will be approved within 5 business days of receiving the application fee. If denied, an explanation and full refund will be provided.

For approved applications, there is an additional 72 hour processing period required to issue your workshop a Network Security ID and Password.

An approved registration is good for 18 months from the time of application.

Step 3. Once approved you will receive 3 emails from VWGoA Information.security@vw.com. The emails will contain the following:

- Your VWGoA Certificate (e.g. IndepeDeale.30001.300999.pfx)
- Your Network Security User ID
- Your Network Security Password (sent in a separate email for security reasons)

Step 4. Install the VWGoA Certificate into your Windows Certificate Store [Step 2: Install VWGoA Certificate](#)

Step 2: Install VWGoA Certificate

What's needed?

- You must have received a certificate from Information.security@vw.com.
- You must have administrator access to your PC

How?

Step 1.

- Open the email sent to you from Information.security@vw.com that contains the certificate file.
- The email attachment you receive will follow a naming convention that looks similar to the following: IndepeDeale.30000.60599.pfx.

Notes about the Certificate Import Wizard:

- On the "File To" Import screen, click Browse to locate the certificate file on your desktop or in the folder you created.
- On the "Password" screen, leave all the fields blank, and then click Next.li>
- On the Certificate Store Screen, check the "Automatically select the certificate store based on the type of certificate"

- Download the VAS for PC software from erWIN [Step 4: Download VAW for PC Base Software from erWin](#)

Step 3: Register for erWin

What's needed?

- You must have a broadband internet connection

How?

Step 1. Logon to the erWin site branded for the type of vehicle you repair.

- For Audi, Bentley, and/or Lamborghini, your erWIN site is:
<http://erwin.audiusa.com>
- For VW brand vehicles, your erWIN site is:
<http://erwin.vw.com>

Step 3. Complete the registration information, and then check the VWGoA terms and agreements stipulated by VWGoA and the erWIN distribution site (i.e. arvato).

Step 4: Download VAS for PC Base Software from erWin

What's needed?

- You must have previously installed the certificate you received from Information.security@vw.com. [See Step 2.](#)

- You must have administrator access to your PC and uninterrupted broadband access to the Internet

Note: Alternatively, you can order a CD from arvato by calling 800 544-8021 or requesting a CD by email (vwgoa@arvatousa.com).

- You must have previously installed JVM 1.4.2_15 on your PC to update your Java version, click <http://java.com> and select Free Download.

How?

Step 1. Open the erWIN website dedicated to the brand of vehicle your workshop repairs.

- If you repair VW cars, click <http://erwin.vw.com>
- If you repair Audi, Bentley, or Lamborghini cars, click <http://erwin.audiusa.com>

Step 2. Click Reprogramming from the menu on the right-side of the page (Audi) or top of the page (VW), and then double-click the "Immobilizer SW Download" option:

Notes about Base Software Installation:

- In the figure above, the latest version is "Adaption Functions, base data version V16.12". Yours might be different
- When browsing for a folder to download the software into, remember where it is located. You'll need to find it to later to install the VAS for PC software onto your PC

Step 4. Locate the folder where the software was downloaded, and then double-click the file to start the VAS for PC Base CD installation process.

The installation process should look similar to the following:

Notes:

- There might be as many as 3 items placed on your Windows Desktop and Start Menu. The icon you want is labeled, "Adaption functions," which will run the VAS for PC software
- For information on the other items you see (e.g. VC Configurator and DTS folder), refer to the VAS for PC manual

Step 6. Return to erWin website and download the brand software modules that correspond to the types of cars you repair. [Step 5:Download VAS for PC Brand software from erWIN](#)

Step 5: Download VAS for PC Brand software from erWin

What's needed

- You must have previously installed the certificate you received from Information.security@vw.com [Step 2: Certificate Installation](#)
- You must have downloaded and successfully installed the VAS for PC base software [Step 4: Download VAS for PC Base Software from erWin](#)

How?

Step 1. To install the Brand CD, open the erWIN website dedicated to the brand of vehicle your workshop repairs.

- If you repair VW cars, click <http://erwin.vw.com>
- If you repair Audi, Bentley, or Lamborghini cars, click <http://erwin.audiusa.com>

Step 2. Click Reprogramming from the menu on the right-side of the page (Audi) or top of the page (VW), and then click the "*Immobilizer SW Download*" option:

- When browsing for a folder to download to, remember where it is located. You'll need to find it later to install the VAS for PC software onto your PC.

Notes about Brand Software Unzipping

- Many files will be added to the folder you choose. Remember this folder because you'll need it later when you add brand adaption functions to your VAS for PC software.

Step 8. If you're ready for immobilizer adaption, purchase a license from the erWin web site. [Step 6: Purchasing a 24 Hour Immobilizer License](#)

Step 6: Purchasing a 24 Hour Immobilizer License

What's needed?

- You must have previously installed the certificate you received from Information.security@vw.com [Step 2: Install VWGoA Certificate](#)
- You must be a registered erWin user [Step 3: Register for erWin](#)
- You must have received an email from Information.security@vw.com containing a Network Security ID and Password
- You must have downloaded and successfully installed the VAS for PC base software [Step 4: Download VAS for PC Base Software from erWin](#)
- You must have downloaded and successfully installed the VAS for PC brand software [Step 5: Download VAS for PC Brand Software from erWin](#)

How?

Step 1. Logon to the erWin website dedicated to the brand of vehicle your workshop repairs.

- If you repair VW cars, click <http://erwin.vw.com>
- If you repair Audi, Bentley, or Lamborghini cars, click <http://erwin.audiusa.com>

Step 2. Click Reprogramming from the menu on the right-side of the page (Audi) or top of the page (VW), and then click the "*Immobilizer License Order*" option:

Step 3. Select the duration of the VAS for PC license you want to purchase from the drop-down menu provided.

At this time, the only duration available is 24 hours.

Step 4. If you have a MY 2010 vehicle ready for immobilizer adaption, see [Step 7: Perform Immobilizer Adaption](#)

Step 7: Perform Immobilizer Adaption

What's needed?

- You must have previously installed the certificate you received from Information.security@vw.com [Step 2: Install VWGoA Certificate](#)

- You must be a registered erWin user [Step 3: Register for erWin](#)
- You must have received an email from Information.security@vw.com containing a Network Security ID and Password
- You must have downloaded and successfully installed the VAS for PC base software [Step 4: Download VAS for PC Base Software from erWin](#)
- You must have downloaded and successfully installed the VAS for PC brand software [Step 5: Download VAS for PC Brand Software from erWin](#)
- You must have a valid 24 Hour immobilizer reset license [Step 6: Purchasing a 24 Hour Immobilizer License](#)
- You must have a *MY 2010 or later vehicle* repaired and attached to the VAS for PC computer you are using.

How?

Step 1. Follow the adaption immobilizer instructions described in the [VAS for PC Quick Reference document](#).

Note:

- If you need more information on how the VAS for PC software functions than what is covered in the Guided Tour document, refer to the VWGoA [VAS for PC Manual](#).

-----Original Message-----

From: vwemporium@aol.com

To: vwgoa@arvatousa.com

Cc: Pugliese.Holly@epamail.epa.gov; Chris.White@mail.house.gov; techinfo@vw.com

Sent: Tue, Mar 30, 2010 11:49 am

Subject: Re: New VW and Audi Immobilizer Program GEKO ID request

Hello Eddie

This is correct. But not without remote access and not for 2010 vehicles or newer

I however don't have a GEKO username and password for the VAS 5052 for 2010 and newer vehicles or earlier.

Could you please provide so I may perform tasks like other independents are claiming they now have access to without remote access appointment.

It is also what has been being promised since 2008 but has never been made available.

Could you please call me. @ TEL 845-457-9808

I have contacted Kurt Immekus directly, he had claimed it didn't exist. Like he did to the person I spoke to last night which is an independent GEKO user without restriction, he claims now but took him six or better months to get and it recently appeared in Jan of 2010 after contacting someone here at Arvato/VW-Audi complaining.

Please provide Username and password or requirements to achieve this task.

Best,

Jack Shapiro

-----Original Message-----

From: Mailbox, Volkswagen, arvato digital services llc <vwgoa@arvatousa.com>

To: vwemporium@aol.com <vwemporium@aol.com>

Sent: Tue, Mar 30, 2010 11:23 am

Subject: RE: New VW and Audi Immobilizer Program GEKO ID request

Hello Jack,

Thank you for contacting the Volkswagen / Audi Technical Literature Ordering Center.

I am afraid I do not understand your request. If you are requesting login credentials in order to place orders for Immobilizer or Radio codes, please note that you are not required to login. My records indicate that you are actively enrolled in the program, and are able to place orders as needed for future code adaptations. To do this, please simply follow these steps:

1. Access the Literature Portal that corresponds to the Make of the vehicle your would like a code for- either <https://www.vw.techliterature.com> or <https://www.audi.techliterature.com>

2. Click to "Enter Consumer Website"

3. In the "Keyword Search" field, enter "radiosupport" and click "Search"
4. Add the search result to your cart, and click next to complete the ordering process

Each order instance will cost \$29.95 and is payable by credit card.

Please feel free to respond to this message if I have not addressed your inquiry, if you need further assistance, or with any further questions.

Best Regards,

Eddie

Volkswagen / Audi Technical Literature Ordering Center

vwgoa@arvatousa.com

From: vwemporium@aol.com [mailto:vwemporium@aol.com]
Sent: Tuesday, March 30, 2010 6:49 AM
To: Mailbox, Volkswagen, arvato digital services llc
Cc: Pugliese.Holly@epamail.epa.gov; techinfo@vw.com; Chris.White@mail.house.gov
Subject: Fwd: New VW and Audi Immobilizer Program GEKO ID request

Hello Arvato USA on behalf of VW-Audi of North America.

I require a username and password for GEKO and SVM to support the functions of my VAS 5052 Tester.

I have attached the correspondence from the EPA in regards to what is required.

I am already a GEKO user and have been on the PIN program from the start of it.

My tester # is registered with VW-Audi.

I am exempt from the 100USD fee for application as I am a life member.

Please provide detailed instructions and what is required if any other fees in order to expedite the process as VW has changed companies from Resolve Archway to you.

The process was detailed in July of 2009, was not active with the attributes changed for the NASTF with a dead end/ Documented.

The process with links from VW techinfo@vw.com were not active at time of e-mail sent below in 2009 of DEC./Documented.

I have been requesting a username and password for GEKO since 2008 Oct>

Regards,

Jack Shapiro

European Parts Emporium

1001 State Route 17K

Montgomery New York 12549 USA

NYS DMV Repair LIC # 7076062

845-457-9808 TEL

845-457-9461 FAX

vwemporium@aol.com

-----Original Message-----

From: Pugliese.Holly@epamail.epa.gov
To: vwemporium@aol.com
Cc: Chris.White@mail.house.gov
Sent: Thu, Jan 7, 2010 3:10 pm
Subject: Re: Fwd: update on EPA discussion with VW

Mr. Shaprio. Attached is a summary of EPA's finding regarding the VW issues that have been raised to us. In short, we do not believe that VW is in violation of EPA's service information regulations based on the the information we have been provided to date. Please read through this and if you have any questions or additional information you would like us to consider, please let me know.

Regards,

Holly Pugliese
US EPA

From: vwemporium@aol.com
To: Holly Pugliese/AA/USEPA/US@EPA
Cc: Chris.White@mail.house.gov
Date: 12/28/2009 01:53 PM
Subject: Fwd: update on EPA discussion with VW

-----Original Message-----

From: VWoA Tech Info <TechInfo@vw.com>
To: 12Vdoc@gmail.com; 35jandj@optimum.net; aaforeign@hotmail.com;
alan@bridgewatermotorworks.com; alex_locks@yahoo.com; animasautomotive@msn.com;
arkco00368@yahoo.com; armand@gfautomobiles.com; autoimport1@sbcglobal.net;
autolegend@comcast.net; autolox@comcast.net; autosafety@msn.com; autotech2go@gmail.com;
autowerkes@roadrunner.com; autoy58@yahoo.com; avsauto@comcast.net;
baydiagnostic@aol.com; Beachhouseimportsusa@yahoo.com; beetleclinic@rcn.com;
Berrylocksmith@aol.com; bill@lock.com; bryan@rmotorcars.com; bryannystrom@msn.com;
bsorkhe@aol.com; BtoB@roadrunner.com; bwbeetle@msn.com; chkengine@yahoo.com;
colin@affinitiveauto.com; DaveLee@mgautowholesale.com; dg1brandt@kcnet.com;
dlee7883@optonline.net; DrPeter@excite.com; dstrieder@msn.com; earl@huberauto.com;
eddiedeliz@yahoo.com; EQMain@euroquattro.com; estimates@alexsautohaus.com;
europart@pacbell.net; eute321@aol.com; example7751@sbcglobal.net; fares2870@yahoo.com;
geraragon@hotmail.com; germanca@isomedia.com; germanconcepts@comcast.net;
globalautoelectric@gmail.com; gordon.rudolph@taeaudio.com; GSMWERK@YAHOO.com;

hessy@volxgerman.com; hillbros@pacbell.net; hitechautomotive@clearwire.net;
Hvautoelectric@AOL.com; info@executiveautogallery.com; info@fairfieldcountymotorsport.com;
info@hillsideimports.com; ingolstadtwest@yahoo.co.uk; iwaldman@comcast.net;
jacob@mississaugaautocentre.ca; jbeckius@centrofftherockies.com; jennifer@vwerks.com;
jjautobody@sbcglobal.net; jkautomotive@hotmail.com; JM2674@msn.com;
josserman@SelectEuroCars.com; Jpmaui@optonline.net; keymanmike@juno.com;
keystoneautoservice@pacbell.net; labarslockshop@comcast.net; lifetimesecurity@qwestoffice.net;
lostcabin@mac.com; mark@mittlemotors.net; markcerv@aol.com; Matt@eurotechofholland.com;
mbener@carmadillo.com; migeli@yahoo.com; millbrookimports@madriver.com;
mpal6703@yahoo.com; murphyvw@earthlink.net; mygarageinc@msn.com;
nicholsshop@ucom.net; oldwickvillage@earthlink.net; parkav13@hotmail.com; pat@pro-imports.com;
pdqlockservice@aol.com; peggygagnon@verizon.net; philsautos@aol.com;
plano@autoscopeltd.com; poojitha.dahanaike@servicesolutions.spx.com;
premierauto@bellsouth.net; Purcell@qx.net; gicpic@bellsouth.net; r@ea-w.com;
raulb@bellsouth.net; Richard.Harger@cox.com; richkstrotz@keithcoxautobahn.com;
RPWerner@aol.com; rwittler@comcast.net; rwsie@clear.net; sales@bernhardts.com;
sevan@integritymotorcar.com; skiking1@hotmail.com; sloanavs@aol.com;
smdiagnosics@optonline.net; steveb@atlantic.net; TC2869@msn.com; Teimc@verizon.net;
theautoclinic@sbcglobal.net; thekidsgarage@hotmail.com; tonybranch33@juno.com;
tramies@pvgarage.com; vwemporium@aol.com; vwhoward@wagenwerx.com;
vwkoda09@aol.com; walter@universalimports.com; Werner.Huber@AUDI.DE;
whiteknightlocks@aol.com; xgdon@hotmail.com; yinyang@earthlink.net; zamorasm@msn.com

Sent: Wed, Dec 2, 2009 10:03 am

Subject: New VW and Audi Immobilizer Program

To: All VW and Audi Registered Independent Repair Shops.

Subject: New Immobilizer Program

Effective Immediately Resolve / Archway will no longer be accepting Immobilizer Adaption requests.

Volkswagen and Audi has a new vendor for these services, Arvato. As a result the process has changed.

Obtaining an immobilizer adaptation requires access to a tester configured with a certificate for use with the GeKo system, a high speed internet connection and additional information identifying both the vehicle and workshop to maintain security. The adaptation is only valid for the vehicle it is being performed on at the time it is being performed. The certificate download to your e-mail address will occur within a half an hour of the adaptation request.

1. Registered workshops: request an immobilizer adaptation by purchasing on-line through:

www.vw.techliterature.com/consumer/home.aspx or

www.audi.techliterature.com/consumer/home.aspx

Open the web site and select "Consumer Portal", Enter "Diagnostics" in the literature type. Do not fill in any of the other search categories.

2. When in the VW site, search for code VWIMMRADIOSUPPORT.

3. When in the Audi site, search for code AUIMMRADIOSUPPORT

- Immobilizer adaptation fee of \$29.95 will apply for each adaptation ordered by the workshop.

4. Upon checkout, you will receive an acknowledgement email that the order is in process.
5. Arvato will call the independent shop to request the Vehicle VIN# and other important information.
 - Hours of operation are 7AM to 5PM PST
6. Arvato Immobilizer Support immediately contacts VWGoA with an immobilizer adaptation and certificate download request
7. VWGoA calls the requesting registered workshop and completes the adaptation procedure.
 - If the vehicle has been reported as stolen, no immobilizer adaptation will be given

For complete program details, please see the attached document.

Thank you

Volkswagen / Audi Immobilizer Support

<<Pre 2010 Immobilizer Service Program for Independent Workshops.pdf>>

-----Original Message-----

From: Pugliese.Holly <Pugliese.Holly@epamail.epa.gov>
To: vwemporium <vwemporium@aol.com>
Sent: Thu, Oct 14, 2010 9:27 am
Subject: Re: EMISSIONS FRAUD ! ATTENTION EPA

Hi Jack. Thanks for sending this. I have turned it over to our Enforcement Office.. They have brought cases against several other companies like this and I'm sure they will be interested in this one as well if they aren't already aware of it.

Holly A. Pugliese
US EPA
Office of Transportation and Air Quality
734.214.4288
pugliese.holly@epa.gov

From:	vwemporium@aol.com
To:	Holly Pugliese/AA/USEPA/US@EPA
Date:	10/12/2010 02:47 PM
Subject:	EMISSIONS FRAUD ! ATTENTION EPA

Hello Holly

Please tell these guys to stop selling this stuff. It is used for nothing other than circumventing an emission device.

http://store.42draftdesigns.com/O2-Sensor-Spacer_p_306.html

<http://forums.vwvortex.com/showthread.php?5049214-P0420-on-2001-Jetta-1.8T&p=67944508#post67944508>

If you could just drop someone like this a an email. I bet you could scare a difference :)

Flying back from NASTF and CARS meeting Vegas for Right to Repair Act meeting, so I was helping people fix there dirty cars via the long flight home.

Thank you again by the way with the help getting VW-Audi to sort of comply.

It seems they are being very difficult with releasing the required information to repair cars safe and clean.

Cheers.

Jack Shapiro

**European Parts Emporium
1001 State Route 17K
Montgomery New York 12549 USA**

vwemporium@aol.com

**845-457-9808 TEL
845-457-9461 FAX**

-----Original Message-----

From: vwemporium <vwemporium@aol.com>

To: mcdaniel.doug <mcdaniel.doug@epa.gov>

Sent: Sat, Jan 19, 2013 10:37 pm

Subject: Fwd: Some key points of interest EPA emission violations.

For your pleasure Doug,

Happy 2013

Jack Shapiro E.P.E.

VAS>Geko ASE Extern

7076062 NYS DMV

SAE>NASTF

European Parts Emporium

Immobilizer Solutions

1001 State Route 17K

Montgomery New York 12549 USA

vwemporium@aol.com

845-457-9808 TEL/FAX

845-784-0564 Net

-----Original Message-----

From: vwemporium <vwemporium@aol.com>

To: Pugliese.Holly <Pugliese.Holly@epamail.epa.gov>; vwemporium <vwemporium@aol.com>;

Chris.White <Chris.White@mail.house.gov>

Sent: Sat, Jan 19, 2013 10:34 pm

Subject: Some key points of interest EPA emission violations.

Good Job, Holly,

Happy 2013!

<http://www.epa.gov/enforcement/air/cases/edgeproducts.html>

You may want to take a look a little over here.

One of the largest perpetrators of what I have to undo for VW-Audi-Porsche.

They hide behind the fact they are in Canada.

<http://www.unitronic-chipped.com/>

They make an appearance, in force,.... at a show called Waterfest, (a VW car show) in the USA
Englishtown OLD BRIDGE TOWNSHIP NJ every year.

They make an extra effort, to make kids believe that deleting all the emission devices should be done,
and offer the services to do so.

<http://www.waterfest.net/>

I bet if you did a walk through at this show, you could clean up a large portion of this, or at the very least,
investigate it.

Simply put, I am tired of people coming in and saying "oh I wont fix my car I will just delete it because its
cheaper".

It hurts my economy for repairs.

Just my two cents below.

It would be helpful if the EPA would dispatch a letter to all State DMV agencies.

That a clear of the fault memory should be performed at end of State DMV IM SMOG inspection, read
VIA the OBD2 and then recheck the readiness status VIA the OBD2. It is my experience that cars such as
the company above, set the Readiness bits to ready always. This would help fail cars that clearly have
been modified and generate monies for fines etc.

Best,

Jack Shapiro E.P.E.

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AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of New York 

RTK Technologies Limited

Plaintiff

v.
Jack Shapiro

Defendant

)
)
)
) Civil Action No. 15-CV-05157-KMK
)
)
)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Jack Shapiro
1001 State Route 17K
Montgomery, New York 12549

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Melissa A. Pena
Ami Bhatt
Norris, McLaughlin & Marcus, P.A.
875 Third Ave., 8th Floor
New York, New York 10022

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

440 (Rev. 12/09) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RTK TECHNOLOGIES LIMITED,

Plaintiff,

v.

JACK SHAPIRO,

Defendant.

Civil Action No. 15-cv-05157 (KMK)

**AMENDED COMPLAINT
DEMAND FOR JURY TRIAL**

Plaintiff, RTK Technologies Limited (“Plaintiff” or “RTK”), by and through its undersigned counsel, as and for its amended complaint against defendant, Jack Shapiro (“Defendant” or “Shapiro”), alleges as follows:

NATURE OF THE SUIT

1. This is an action for trademark infringement, commercial defamation and unfair competition under the United States Trademark (“Lanham”) Act, as amended, and breach of a dealership agreement, unfair competition, defamation, and tortious interference with existing and prospective contract in violation of New York common law.

2. Although Plaintiff terminated its dealership arrangement with Defendant and Defendant acknowledges that he is a *former* dealer, Defendant continues to utilize Plaintiff’s trademarks and sell Plaintiff’s goods.

3. Plaintiff seeks to protect its REVO mark and variations thereof, which it has used for over the past decade in the United States in connection with the manufacturing, distribution and sale of its automotive software products.

4. Defendant has trespassed blatantly on Plaintiff’s trademark rights by marketing and offering for sale similar goods and services under a designation identical to Plaintiff’s marks.

5. Despite Plaintiff's demands that Defendant cease infringing on its trademark rights and selling Plaintiff's goods, Defendant has continued to use and appropriate Plaintiff's marks and sell Plaintiff's goods.

6. In addition, after Plaintiff commenced this action, Defendant has engaged in a campaign to defame Plaintiff in the market place by publishing false and misleading statements regarding Plaintiff and its product on his website and eBay. Defendant's misleading statements include that (i) Plaintiff is perpetrating a fraud on government agencies by tampering with emission devices; (ii) Plaintiff's intellectual property is "illegal;" (iii) Plaintiff commits acts of forgery; and (iv) Plaintiff defrauds customers and its dealer network. Upon information and belief, Defendant has also emailed to Plaintiff's dealer network these false statements and solicited them to provide him with Plaintiff's proprietary information, which would constitute a breach of their dealership agreements.

7. Plaintiff brings this action to put an end to Defendant's willful violation of its rights.

THE PARTIES

8. Plaintiff is a limited liability company organized under the laws of the United Kingdom, having a principal place of business of 37 Lanchester Way, Royal Oak Industrial Estate, Daventry, NN118PH, United Kingdom.

9. Upon information and belief, defendant Jack Shapiro is an individual residing in New York at 1001 State Route 17K, Montgomery, New York 12549. Mr. Shapiro also does business under the name European Parts Emporium.

JURISDICTION AND VENUE

10. This Court has jurisdiction over this dispute pursuant to 15 U.S.C. § 1121, 28 U.S.C. § 1331 and 28 U.S.C. § 1338(a), as the counts pleaded herein arise under the United States Trademark (Lanham) Act of 1946, as amended, 15 U.S.C. §§ 1051-1127.

11. Subject matter jurisdiction in this Court over these causes of action is proper pursuant to Sections 39 and 44 of the Lanham Act, 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338, and pursuant to 28 U.S.C. § 1367, under a theory of supplemental jurisdiction.

12. This Court has personal jurisdiction over the Defendant as Defendant resides and conducts business in this district, and as Defendant has caused injury to Plaintiff in this judicial district.

13. Venue is proper in the Southern District of New York pursuant to 28 U.S.C. § 1391(b), as a substantial part of the events giving rise to the claims of this complaint occurred in this judicial district.

STATEMENT OF FACTS

PLAINTIFF'S TRADEMARK RIGHTS

14. Plaintiff RTK was founded in 2002 in Daventry, England. The company offers automotive aftermarket performance-enhancing products and services.

15. For over 10 years, since 2003, Plaintiff has manufactured, distributed, offered for sale, and sold its automotive software products under the REVO TECHNIK mark in the United States.

16. Since that time, Plaintiff has also manufactured, distributed, offered for sale, and sold its automotive software products under the REVO mark in the United States.

17. Plaintiff offers its goods and services in over forty (40) countries around the world, through a network of over 400 authorized dealers and performance centers internationally.

18. In the United States specifically, Plaintiff's products are sold nationwide, through a network of dealers located in approximately 30 states.

19. Plaintiff owns the following U.S. trademark registration:

- Reg. No. 4,759,978 for the mark REVO, in Class 42 for computer software used to increase automotive fuel efficiency and engine performance.

20. Plaintiff also owns the following pending U.S. trademark applications:

- Serial No. 86/442,535 for the mark REVO TECHNIK, in Class 42 for computer software used to increase automotive fuel efficiency and engine performance.

Collectively, Plaintiff's trademarks are referred to as the "REVO Marks." A copy of the certificate of registration for the registered REVO Mark is attached hereto as **Exhibit A**.

21. In the past five years alone, Plaintiff has realized not less than 2 million dollars in sales for goods and services offered under the marks in the United States.

22. Indeed, Plaintiff is one of the leading providers of such goods and services in the United States.

23. Additionally, Plaintiff has spent significant sums of money to promote, advertise and market its REVO brand in the United States. Excerpts of Plaintiff's website, through which Plaintiff markets its goods in the United States, are attached hereto as **Exhibit B**.

24. The REVO Marks have become well-known to consumers throughout the United States as an indication of goods and services emanating from or authorized by a single source, namely Plaintiff, and thus have acquired distinctiveness and secondary meaning.

25. As a result of Plaintiff's sales of goods and services under the REVO designations, its extensive promotion of the REVO Marks, and its nationwide presence, the REVO Marks have become imbued with goodwill and renown, which is exclusively associated with Plaintiff.

DEFENDANT'S INFRINGEMENT OF PLAINTIFF'S TRADEMARK RIGHTS

26. Defendant has engaged in activities designed to trade off the reputation and goodwill earned by Plaintiff in its REVO Marks.

27. As noted, Plaintiff's products and services are distributed through a network of dealers and performance centers.

28. Defendant is a former dealer of Plaintiff.

29. On or about April 7, 2003, Defendant signed an agreement with Revo Technik America, LLC (the "Dealer Agreement"). A true and complete copy of the Dealer Agreement, dated April 7, 2003, is attached hereto as **Exhibit C**.

30. In his capacity as a dealer for Plaintiff, Defendant sold Plaintiff's software and related products to consumers, including installing and providing support for Plaintiff's software products sold under the REVO Marks on consumer's vehicles.

31. Under the terms of the parties' agreement, any and all intellectual property rights, including rights in the REVO Marks, remain the property of Plaintiff.

32. Specifically, Paragraph 2.2 of the Dealer Agreement set forth the following:

Ownership of Intellectual Property Rights.

All patents, trademarks, trade names, Trade Secrets, know-how, logos, derivatives, copyrights, copyrightable material, Software System, hardware, instruction manuals, code, chips and other designations used or adopted by REVO in connection with the manufacturing, selling or distribution of the REVO Software including, without limitation, the REVO marks and original content (collectively the "Rights") shall at all times be and remain the exclusive property of REVO. Nothing contained in this Agreement shall be construed to give New Company any ownership of or interest in the Rights or shall enable New Company to use the Rights after the expiration or termination of this Agreement. Any and all trademarks, copyrights, or other Rights which may exist or hereafter come into being, including without limitation, brand names subbrand names, or slogans, and which are used on labeling, packaging, advertising or promotional material for REVO Software shall be the exclusive property of REVO and shall be deemed included among the Rights. To the extent any other rights in or to any

trademarks, copyrights or other intellectual property associated or related to REVO Software or the marketing, sale or distribution thereof are deemed to accrue to New Company, New Company hereby agrees to assign any and all such rights to REVO at such time as they are deemed to accrue.

See Exhibit B at ¶ 2.2.

33. Under the terms of the Dealer Agreement, Defendant also acknowledged that the REVO Marks belong to Plaintiff, as pursuant to Paragraph 3.2 of the Dealer Agreement, the parties agreed as follows:

Rights to the Marks

Nothing in this Agreement will create in New Company any rights in the REVO Marks (except the right to use such marks in accordance with this Agreement). New Company shall not use the REVO name or any abbreviation, contraction or simulation thereof or of REVO affiliated companies without REVO's prior written consent other than as expressly provided for in this Agreement.

See Id. at ¶ 3.2.

34. In addition, Defendant further agreed that it "shall not file during the Term [of the Dealer Agreement] or thereafter, any application for trademark or service mark registration or otherwise obtain or attempt to obtain ownership of any trademark, service mark or trade name with consist of a REVO mark or any REVO mark design, logo or slogan." Id. at ¶ 2.3.

35. Further, the Dealer Agreement provided that upon termination of the dealership arrangement, the dealer and his New Company shall discontinue use of the REVO Marks and any other REVO trade names or trademarks. Id. at ¶ 4.3.

36. Moreover, upon termination, the dealer must return all unused goods and materials, REVO's proprietary Serial Port Programming cable (the "SPP Cable"), service manuals, and other REVO materials to Plaintiff. Id.

37. The Dealer Agreement was renewed on or about November 23, 2005 by and between Shapiro and Revo Developments, Limited, the successor to Revo Technik America,

LLC (the "Renewal Agreement" and together with the Dealer Agreement, "Agreements"). A true and complete copy of the signature page of the Renewal Agreement, executed by Defendant on or about November 23, 2005, is attached hereto as **Exhibit D**. Plaintiff has succeeded to Revo Developments, Limited's rights in the Agreements.

38. The term of the Renewal Agreement was for one year and automatically renewed for one year terms unless otherwise terminated.

39. The terms of the Renewal Agreement carried forward Defendant's acknowledgment of Plaintiff's rights in its REVO Marks.

40. In addition, it also set forth that upon termination of the dealership arrangement, the dealer must return all unused goods, the SPP Cable, and other materials within 5 days of termination.

41. On or about December 4, 2013, Plaintiff terminated the dealership agreement with Defendant.

42. At the time it terminated the Agreements, Plaintiff demanded that Defendant return the SPP Cable and other materials as provided for under the Agreements. Defendant failed to comply with such demand.

43. Despite having been terminated as a dealer of Plaintiff, Defendant also continued to advertise and promote himself as "an authorized Revo Technik Dealer."

44. In addition, though he no longer has Plaintiff's permission to do so, Defendant continues to advertise and display Plaintiff's REVO Marks and Plaintiff's products and services on his website, www.europeanpartsemporium.com.

45. Further, notwithstanding his knowledge of Plaintiff's rights in the REVO Marks, on January 21, 2014, Defendant filed an application with the U.S. Trademark Office to register

the trademark REVO TECHNIK USA (the "Infringing Mark"), U.S. Trademark Application Serial No. 86/170,954 for "[d]ocument data transfer from one computer format to another; document data transfer from one computer to another; computer services, namely, data recovery services; computer services, namely, providing encrypted data recovery services" in Class 42 (the "Application"). A true and complete copy of Defendant's Application for the Infringing Mark, filed January 21, 2014, is attached hereto as **Exhibit E**.

46. Though Defendant described the relevant goods and services using differing terminology in the Application, upon information and belief, such goods and services clearly refer to goods and services identical to, related to, or highly similar to those offered by Plaintiff, and therefore the Application sought to register a mark that is identical to or highly related to Plaintiff's REVO Marks.

47. Prompted by the discovery of Defendant's Application for the Infringing Mark, and in view of Plaintiff's prior rights, in July 2014, counsel for Plaintiff demanded that Defendant withdraw the Application for the Infringing Mark. In addition, Plaintiff demanded that Defendant cease from displaying the REVO Marks and otherwise associating himself with Plaintiff on his website. A true and complete copy of Plaintiff's July 28, 2014 correspondence is attached hereto as **Exhibit F**.

48. Plaintiff also reiterated its demands that Shapiro return the SPP Cable and any unused goods and materials to Plaintiff. *See id.*

49. In response to Plaintiff's July 28th correspondence, Shapiro asserted that he had returned the SPP Cable (without which he is unable to sell Plaintiff's goods or continue to act as a dealer) to Plaintiff on or about October 19, 2012. However, the cable returned by Defendant was an old version of the cable. Subsequent to the return of such cable, on or about October 22,

2012, Plaintiff issued Defendant a new SPP cable, which upon information and belief Defendant has not returned.

50. Upon information and belief, Defendant is still in possession of the SPP cable that was issued on or about October 22, 2012 given that Defendant continues to sell Plaintiff's goods, which, upon information and belief, he cannot sell without use of the SPP Cable as the cable is necessary to service and install Plaintiff's software. Thus, Defendant's continued selling of Plaintiff's goods belies his assertion that he has returned all of Plaintiff's SPP cables.

51. Despite further correspondence from Plaintiff demanding that Shapiro cease his infringing acts, Shapiro failed to comply with any of Plaintiff's demands, including the demand to withdraw the Application to register the Infringing Mark.

52. On November 3, 2014, Plaintiff filed its own applications to register the REVO Marks and was forced to file a Notice of Opposition with the U.S. Trademark Office, Trademark Trial and Appeal Board ("TTAB"), opposing Defendant's Application for the Infringing Mark. A true and complete copy of the Notice of Opposition, filed on November 4, 2014 with the TTAB, is attached hereto as **Exhibit G**.

53. Shapiro failed to file an answer or otherwise respond to Plaintiff's Notice of Opposition within his time to do so.

54. Accordingly, on January 16, 2015, the TTAB issued an Order to Show Cause and Notice of Default, providing Shapiro thirty (30) days from the date of the notice to show why a judgment of default should not be entered against him. A true and complete copy of the Order to Show Cause, dated January 16, 2015, is attached hereto as **Exhibit H**.

55. Following Shapiro's default and the issuance of the Board's Order to Show Cause, by way of a correspondence dated January 19, 2015, Plaintiff reiterated its demands that

Shapiro ceased his infringing activities. A true and complete copy of Plaintiff's January 19, 2015 correspondence is attached hereto as **Exhibit I**.

56. In or around January 28, 2015, Shapiro acknowledged that Plaintiff terminated the dealership agreement. He removed references to himself as "an authorized Revo Technik Dealer," from his website and clarified that he is a former dealer for Plaintiff. Despite his acknowledgment that he is a former dealer of Plaintiff, Shapiro did not cease utilizing the REVO Marks or selling Plaintiff's goods. Indeed, on his website, Defendant states that he will continue to sell new versions of Plaintiff's goods despite being terminated as a dealer for Plaintiff. Excerpts of Defendant's website, www.europeanpartsemporium.com, wherein he wrongfully continues to advertise and display the REVO Marks are attached hereto as **Exhibit J**.

57. On February 28, 2015, judgment was entered by the TTAB on Defendant's Application against Defendant and in favor of Plaintiff. A true and complete copy of the TTAB's February 28, 2015 Judgment is attached hereto as **Exhibit K**.

58. Shapiro however continues to sell and promote REVO branded products and advertise and display Plaintiff's REVO Marks on his website.

59. Shapiro also has refused to return the SPP Cable and any unused REVO goods or materials.

60. Further, Shapiro is continuing to sell and promote REVO branded products on an eBay store under the name "vwemporium128a." True copies of images from Shapiro's eBay store, where he sells and features REVO branded products and continues to advertise and display the REVO Marks, are attached hereto as **Exhibit L**.

61. Moreover, to promote his company, European Parts Emporium, Shapiro continues to use paraphernalia and marketing materials that bear the REVO Marks, including but not

continued displaying the REVO Marks on his business cards, as well as continues to distribute promotional materials that associate his business with that of the Plaintiff.

62. In addition, despite being denied registration for the Infringing Mark, Revo Technik USA, and despite Plaintiff's clear prior rights in the REVO Marks, Defendant continues to use the Infringing Mark.

63. Defendant has purchased and owns the domain name www.revotechnikusa.com (the "Infringing Domain"), which website redirects consumers to his European Parts Emporium website. Upon information and belief, Defendant registered this domain in bad faith and with the specific intent of diverting consumers from Plaintiff's website.

64. Plaintiff also learned that Shapiro is selling and promoting REVO branded products on a second eBay store under the name "revo_technik_usa," a name confusingly similar, and indeed nearly identical to the REVO Marks. True copies of images from Shapiro's eBay store, under the member name "revo_technik_usa," which sells and features REVO branded products and advertises and display the REVO Marks, are attached hereto as **Exhibit M**.

65. Further, upon information and belief, in order to sell the types of the Plaintiff's goods available for purchase on Defendant's "revo_technik_usa" eBay store, Defendant must be in possession of Plaintiff's SPP Cable. Accordingly, upon information and belief, Defendant has retained Plaintiff's SPP Cable.

66. In addition, despite demands from Plaintiff that Defendant cease his continued use of the REVO Marks and of the Infringing Mark, REVO TECHNIK USA, Defendant has refused and persists in his infringing activities.

67. Defendant's Infringing Mark is identical, or nearly identical, to Plaintiff's REVO Marks.

68. Given the identical nature of the Infringing Mark and the REVO Marks, Defendant's use of the Infringing Mark is likely to cause confusion in the marketplace as to the origination, association, sponsorship or endorsement of Defendant and/or its goods and services' sold under the Infringing Mark by or with Plaintiff and/or its goods and services sold under the REVO Marks.

69. Further, as a result of Defendant's role as a former dealer of Plaintiff, Defendant had constructive notice, since long prior to the commencement of Defendant's unlawful actions described herein, of Plaintiff's exclusive ownership of the REVO Marks.

70. In addition, Plaintiff no longer has an association, affiliation, sponsorship or any other connection to the Defendant. Nonetheless, Defendant continues to use the REVO Marks on his website. Consequently, Defendant's wrongful actions are likely to mislead consumers into believing that Plaintiff and Defendant are affiliated when they are not.

71. Defendant's wrongful actions are likely to divert and appropriate the goodwill created by Plaintiff in its REVO Marks.

72. Upon information and belief, Defendant is willfully and in bad faith attempting to exploit the goodwill and fame of the REVO Marks. Defendant's infringing use of the REVO Marks on his website and eBay stores, and his use of the Infringing Mark has the effect of injuring Plaintiff by deceiving, misleading, and confusing Plaintiff's customers and the public in general as to whether Plaintiff is the source, sponsor, or otherwise associated with Defendant and the goods and services intended to be sold under the Infringing Mark.

DEFENDANT'S FALSE AND MISLEADING STATEMENTS

73. Subsequent to Plaintiff's commencement of this action, Defendant has engaged in a campaign to defame and disparage Plaintiff and its products.

74. On or about July 16, 2015, Defendant published on his website malicious, defamatory and disparaging comments concerning Plaintiff and its products. On his website, Defendant stated that (a) Plaintiff's products are "illegal;" (b) Plaintiff defrauds government agencies by taking steps to circumvent emission testing; and (c) Plaintiff displays false statements on its website regarding its products. Specifically, Defendant's website contained the following disparaging statements: that Plaintiff engages in a "criminal enterprise for programming cars driven on public roads . . . by deceiving Federal/State Government SMOG Emission agencies, Insurance companies, deceit or even you the customer by their documented lies . . ." Defendant went on to state that Plaintiff lies to its customers and "will forge anything they choose to suit their illegal business model, stating, more lies at any given time." A true and complete copy of an excerpt of Defendant's website page containing such malicious, defamatory and disparaging comments is attached hereto as **Exhibit N**.

75. Such malicious, defamatory and disparaging comments are accessible to consumers via Defendant's website, www.europeanpartsemporium.com, as well as through the Infringing Domain, www.revotechnikusa.com, which domain incorporates terms confusingly similar to Plaintiff's REVO Marks and which redirects to Defendant's www.europeanpartsemporium.com domain.

76. Similarly, Defendant has posted nearly identical malicious, defamatory and disparaging statements on the eBay website wherein he sells Plaintiff's products. A true and complete copy of an excerpt of Defendant's eBay store is attached hereto as **Exhibit O**. In addition to publishing such false statements on the eBay website, Defendant also solicits "REVO TECHNIK DEALERS" to breach their own dealership agreements with Plaintiff. He requests that the dealers provide him with Plaintiff's proprietary information, including credits for SPP

cables (which cables are required to purchase and sell Plaintiff's software products), Plaintiff's internal documents and encrypted files.

77. In addition, on July 15, 2015, Defendant sent an email to Plaintiff's dealers directly soliciting them to turn over Plaintiff's proprietary information. The email also contained a link to Defendant's website which contained the malicious, defamatory and disparaging statements referenced above. In such email, Defendant also asked Plaintiff's dealers, the following question: "Ever suspect that a sale was undermined and sent directly to Revo circumventing you?" Upon information and belief, this question was posed to cause dealers to believe that Plaintiff is deflecting customer sales from its dealer network and retaining the sales for itself. Defendant went on to state to Plaintiff's dealers that Plaintiff is "bilking" them. Upon information and belief, the July 15, 2015 email went to REVO's entire dealer network as well as other third parties in the automobile industry.

78. Upon information and belief, Defendant has also posted disparaging comments concerning Plaintiff, consistent with the above-referenced statements, on various online automobile forums. Upon information and belief, on or about August 5, 2015, Defendant initiated a discussion thread on the forum VWVortex.com, under the username "OVER_Technik_USA" and falsely stated that Plaintiff was under investigation by the Environmental Protection Agency. A true and complete copy of this thread from the website VWVortex.com is attached hereto as **Exhibit P**.

79. Defendant's statements concerning Plaintiff, its products, and its business are false.

80. With respect to Defendant's statement that Plaintiff is defrauding government agencies by modifying its product to circumvent emission tests, Defendant has full knowledge

that this is false statement. Being in the industry, Defendant is fully aware that if Plaintiff tampered with the product to circumvent emissions tests, *any* modification would cause the vehicle to actually fail the test.

81. Nonetheless, Defendant knowingly published these false and misleading commercial statements in order to create the false and misleading impression that Plaintiff is engaging in illegal activity and defrauding its dealer network.

82. Indeed, Defendant's knowledge that these statements are false is betrayed by the fact that, notwithstanding his disparaging allegations concerning Plaintiff and its products, he continues to advertise, market, and sell REVO branded products.

83. Further, in making the aforementioned statements, the Defendant's malice and intent to harm Plaintiff's business reputation is demonstrated by the fact that he has also adopted the designation, as seen on both his website and eBay stores, "OVER Technik" – which is merely REVO spelled backwards. On the eBay website, he further mocks Plaintiff and states "Welcome to the World of OVER Technik!" That Defendant's conduct is malicious and directed to harm Plaintiff, a UK company, is further evidenced by the final sentence on his website – "As they say in the UK Cheers a[**]hole!" See Exhibit N.

84. As a result of Defendant's false, malicious, defamatory, and disparaging statements about Plaintiff on his website, the eBay website, and via email to Plaintiff's dealers, Defendant has caused substantial injury to Plaintiff's business reputation and goodwill.

COUNT I
VIOLATIONS OF THE U.S. LANHAM ACT
(Trademark Infringement, False Designation of Origin and Unfair Competition Under
15 U.S.C. §§ 1114(1), 1125(a))

85. Plaintiff repeats and realleges each of the allegations contained in the preceding paragraphs as though more specifically set forth at length herein.

86. Plaintiff has long standing rights in the REVO Marks, which marks are inherently distinctive to the public.

87. Plaintiff owns a U.S. Trademark Registration for the REVO Marks.

88. The REVO Marks have become well-known to consumers throughout the United States as an indication of goods and services emanating from or authorized by a single source, namely Plaintiff, and thus have acquired distinctiveness and secondary meaning.

89. Defendant's distribution, advertisement, offering for sale, and sale of goods and services under the Infringing Mark is likely to cause confusion, to cause mistake, or to deceive in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1), and Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

90. In addition, Defendant's use and promotion of Plaintiff's REVO Marks in commerce constitutes infringement of Plaintiff's REVO Marks in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1), and Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

91. Defendant's wrongful conduct also creates a false designation of origin and a false representation of Plaintiff's goods and services in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a). Defendant's acts intend to suggest and has falsely suggested that Defendant's goods and services are endorsed, sponsored, authorized, or approved by Plaintiff in a manner to mislead consumers.

92. Defendant's acts described herein infringe Plaintiff's Marks, injure Plaintiff's business, reputation, and goodwill, and unless restrained and enjoined, will continue to do so, causing Plaintiff irreparable harm.

93. Defendant's acts of trademark infringement have irreparably harmed and, if not enjoined, will continue to irreparably harm the general public, who has an interest in being free from confusion, mistake, and deception.

94. By reason of Defendant's acts of trademark infringement, Plaintiff's remedy at law is not adequate to compensate it for the injuries inflicted by Defendants. Accordingly, Plaintiff is entitled to injunctive relief pursuant to 15 U.S.C. § 1116.

95. Defendant's acts of trademark infringement are willful and Plaintiff is entitled to damages, and that those damages be trebled under 15 U.S.C. § 1117.

96. The foregoing acts of infringement have been and continue to be deliberate, willful and wanton, making this an exceptional case within the meaning of 15 U.S.C. § 1117 and entitling Plaintiff to an award of attorney's fees.

COUNT II
VIOLATIONS OF THE U.S. LANHAM ACT
(False Advertising, Commercial Defamation and Unfair Competition Under 15 U.S.C.
§ 1125(a))

97. Plaintiff repeats and realleges each of the allegations contained in the preceding paragraphs as though more specifically set forth at length herein.

98. Defendant's conduct, described herein, constitutes false advertising, product disparagement and unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

99. Defendant's commercial statements, made through and in the context of interstate commerce, to customers and dealers that Plaintiff is perpetrating a fraud against government agencies by circumventing emission devices; utilizing "illegal" intellectual property; committing acts of forgery; and defrauding its customers and dealer network; are all false statements. In addition, Defendant's statement that Plaintiff is "bilking" its dealers creates the false and

misleading impression that Plaintiff is undermining its dealer network and is seeking to divert customers away from them.

100. Defendant's false and misleading statements, described above, have misled and have the tendency to mislead and deceive Plaintiff's dealers and customers concerning Plaintiff and its products.

101. Defendant's false and misleading statements are material because they are likely to affect consumers' decisions to purchase Plaintiff's product as well as dealers' decisions to conduct business with Plaintiff.

102. Defendant's false and misleading statements are willful and reckless because Defendant knew or should have known that the statements made were false, and they were intended to deceive, mislead and confuse the parties reading the statements about the manner in which Plaintiff operates its business and the nature of Plaintiff's products.

103. Plaintiff has suffered irreparably injury to its goodwill and reputation as a direct and proximate result of Defendant's false and misleading statements and violations of the Lanham Act.

104. Each of Defendant's separate violations of the Lanham Act, as alleged herein, in combination with one or more of the other violations, also constitutes, in combination, separate aggregate violations of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

105. Defendant's conduct in this respect is continuing and will continue unless restrained by the Court. Unless Defendant is enjoined from engaging in its wrongful conduct, Plaintiff will continue to suffer irreparable injury and harm.

misleading impression that Plaintiff is undermining its dealer network and is seeking to divert customers away from them.

100. Defendant's false and misleading statements, described above, have misled and have the tendency to mislead and deceive Plaintiff's dealers and customers concerning Plaintiff and its products.

101. Defendant's false and misleading statements are material because they are likely to affect consumers' decisions to purchase Plaintiff's product as well as dealers' decisions to conduct business with Plaintiff.

102. Defendant's false and misleading statements are willful and reckless because Defendant knew or should have known that the statements made were false, and they were intended to deceive, mislead and confuse the parties reading the statements about the manner in which Plaintiff operates its business and the nature of Plaintiff's products.

103. Plaintiff has suffered irreparably injury to its goodwill and reputation as a direct and proximate result of Defendant's false and misleading statements and violations of the Lanham Act.

104. Each of Defendant's separate violations of the Lanham Act, as alleged herein, in combination with one or more of the other violations, also constitutes, in combination, separate aggregate violations of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

105. Defendant's conduct in this respect is continuing and will continue unless restrained by the Court. Unless Defendant is enjoined from engaging in its wrongful conduct, Plaintiff will continue to suffer irreparable injury and harm.

COUNT III
VIOLATION OF THE ANTICYBERSQUATTING CONSUMER PROTECTION ACT
(15 U.S.C. § 1125(d))

106. Plaintiff repeats and realleges each of the allegations contained in the preceding paragraphs as though more specifically set forth at length herein.

107. Upon information and belief, Defendant is the owner of the Infringing Domain, www.revotechnikusa.com.

108. Defendant registered and used the Infringing Domain in bad faith and with the specific intent of diverting consumers from Plaintiff's website, unlawfully profiting from use of Plaintiff's REVO Marks, causing harm to Plaintiff and its brand, and creating a likelihood of confusion as to source, sponsorship, affiliation, or endorsement of Defendant by Plaintiff.

109. Defendant actions constitute a violation of the Anticybersquatting Consumer Protection Act, 15 U.S.C. § 1125(d) (the "ACPA").

110. Defendant's unauthorized registration and use of the Infringing Domain have caused and unless enjoined, will continue to cause, irreparable injury to Plaintiff and to the goodwill associated with the REVO Marks.

111. As Defendant's actions constitute a violation of the ACPA, Plaintiff is entitled to an order from this Court directing the Registrar of said domain to transfer the ownership of the Infringing Domain to Plaintiff and an award of damages to be determined at trial as well as attorneys' fees, costs and disbursements.

COUNT IV
COMMON LAW TRADEMARK INFRINGEMENT
(N.Y. Gen. Bus. Law § 360)

112. Plaintiff repeats and realleges each of the allegations contained in the preceding paragraphs as though more specifically set forth at length herein.

113. Plaintiff is the owner of the common law rights in the REVO Marks, including in the mark REVO TECHNIK. Plaintiff's REVO Marks are well known, distinctive and recognized as denoting high-quality goods and services to the purchasing public throughout the United States.

114. Due to such reputation and public awareness, Plaintiff has established valuable good will in connection with REVO Marks.

115. Defendant's unauthorized adoption and use of the Infringing Mark, which is identical or nearly identical to Plaintiff's REVO Marks, and Defendant's wrongful use and appropriation of Plaintiff's REVO Marks in New York is likely to cause confusion or mistake and has and will deceive the public into associating Defendant's goods and services with those of Plaintiff.

116. These acts constitute common law service mark infringement for which Plaintiff has no adequate remedy at law.

117. Upon information and belief, Defendant committed the above alleged acts willfully, in bad faith, and in conscious disregard of Plaintiff's rights, and Plaintiff is therefore entitled to exemplary and punitive damages pursuant to the common law of the State of New York in an amount sufficient to punish, deter and make an example of Defendants.

118. By the acts described above, Defendants have engaged in trademark infringement in violation of the common law of the State of New York.

119. Defendant's acts have caused, and will continue to cause, irreparable injury to Plaintiff for which Plaintiff has no adequate remedy at law.

COUNT V
DEFAMATION IN VIOLATION OF NEW YORK COMMON LAW

120. Plaintiff repeats and realleges each of the allegations contained in the preceding paragraphs as though more specifically set forth at length herein.

121. Defendant published false and defamatory statements about Plaintiff, its products, and business practices on his website, on the eBay website and through emails to dealers within Plaintiff's dealer network.

122. Through such statements, Defendant falsely asserts, *inter alia*, that Plaintiff engages in conduct to defraud government agencies by circumventing emissions devices; Plaintiff defrauds its customers and dealers; Plaintiff commits forgery and Plaintiff diverts customers from its dealer network.

123. Defendant knew the statements concerning Plaintiff were false and defamatory when he published it to others, or Defendant published such statements with reckless or wanton disregard as to whether such statements are true or false.

124. Defendant's statements are defamatory *per se* as they impute fraud and misconduct to Plaintiff thereby causing significant harm to Plaintiff's trade and business reputation, diminishing Plaintiff's goodwill, and subjecting Plaintiff to contempt, ridicule, aversion, ostracism, degradation or disgrace.

125. As a result of Defendant's conduct, Plaintiff has been greatly injured and damaged in an amount to be determined at trial.

126. Defendant's conduct is continuing and will continue unless restrained by the Court. Unless Defendant is enjoined from engaging in wrongful conduct, Defendant will continue to suffer irreparable injury and harm.

**COUNT VI
UNFAIR COMPETITION IN VIOLATION OF NEW YORK COMMON LAW
(N.Y. Gen. Bus. Law § 349(a))**

127. Plaintiff repeats and realleges each of the allegations contained in the preceding paragraphs as though more specifically set forth at length herein.

128. The adoption and use by Defendant in New York of the Infringing Mark, and unauthorized use and display of Plaintiff's REVO Marks constitutes unlawful appropriation of Plaintiff's exclusive rights in and to its REVO Marks.

129. Through such acts, Defendant improperly trades upon Plaintiff's goodwill and valuable rights in and to the REVO Marks.

130. In addition, Defendant's false and misleading statements and other wrongful conduct, described herein, constitute unfair competition in violation of New York common law.

131. Defendant's false and misleading statements have misled and have the tendency to mislead Plaintiff's customers and dealer network.

132. Defendant's false and misleading statements, described herein, constitute willful and deliberate efforts to cause (i) customers to refrain from purchasing Plaintiff's product; or (ii) Plaintiff's dealers to refrain from continuing to do business with Plaintiff.

133. Defendant's unauthorized use of the REVO Marks and misleading statements have caused and is causing damage and irreparable injury to Plaintiff.

134. The foregoing acts by Defendant constitute unfair competition and infringement of Plaintiff's common law rights for which Plaintiff has no adequate remedy at law.

**COUNT VII
BREACH OF CONTRACT**

135. Plaintiff repeats and realleges each of the allegations contained in the preceding paragraphs as though more specifically set forth at length herein.

136. Plaintiff succeeded to Revo Developments, Limited's rights under the Agreements.

137. Under the terms of the Agreements, Defendant acknowledged Plaintiff's rights in and ownership of the REVO Marks.

138. Further, the terms of the Agreements set forth that upon termination of the dealership relationship, Defendant was to return or make available for return Plaintiff's proprietary SPP Cable as well as unused REVO materials or goods.

139. Upon termination of the agreement, Plaintiff demanded that Defendant return the SPP Cable and the unused materials.

140. Defendant, however, failed and has refused to comply with such demand

141. Moreover, despite acknowledging Plaintiff's rights in the REVO Marks, and though he is no longer authorized to do so, Defendant continues to use the Infringing Mark and continues to sell and promote REVO branded products and advertise and display Plaintiff's REVO Marks on his website and on his eBay stores.

142. As a result of Defendant's material breaches of the Agreements, Plaintiff has suffered damages in an amount to be determined at trial.

**COUNT VIII
TORTIOUS INTERFERENCE WITH CONTRACT IN VIOLATION OF NEW YORK
COMMON LAW**

143. Plaintiff repeats and realleges each of the allegations contained in the preceding paragraphs as though more specifically set forth at length herein.

144. Defendant's statements, described herein, are knowingly false and defamatory statements about Plaintiff, Plaintiff's business and its products.

145. Defendant's knowingly false, misleading and disparaging statements are causing ~~its dealers~~ to believe that Plaintiff is engaged in a scheme to defraud government agencies and/or ~~that~~ Plaintiff is currently subject to a government investigation and/or that Plaintiff defrauds its ~~dealer~~ network.

146. Defendant statements are made with the unjustifiable intention of harming Plaintiff and its relationship with its existing dealers and to cause injury to Plaintiff's goodwill, reputation and business.

147. Defendant has also solicited Plaintiff's dealers to breach their dealership agreements with Plaintiff by providing Defendant with proprietary information and equipment belonging to Plaintiff.

148. Defendant is well aware that Plaintiff operates through a network of dealers in the United States and that such dealers have entered into valid and subsisting dealer agreements with Plaintiff.

149. Defendant has intentionally and unjustifiably interfered with the business relationships between Plaintiff and its dealers by making knowingly false and misleading statements regarding Plaintiff and its product to induce Plaintiff's dealers to breach their dealer agreement with Plaintiff, including but not limited to, by providing Defendant with proprietary materials belonging to Plaintiff.

150. Defendant has and continues to cause Plaintiff damage, including irreparable injury to Plaintiff's business relationships with its dealers, as well as Plaintiff's good will and reputation.

COUNT IX
TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE IN
VIOLATION OF NEW YORK COMMON LAW

151. Plaintiff repeats and realleges each of the allegations contained in the preceding paragraphs as though more specifically set forth at length herein.

152. Defendant's statements, described herein, are knowingly false and defamatory statements about Plaintiff, Plaintiff's business and its products.

153. Defendant has intentionally and maliciously made such false statements to cause injury to Plaintiff and to Plaintiff's goodwill, reputation and business.

154. Defendant's knowingly false, misleading and disparaging statements are causing dealers and/or customers to believe that Plaintiff is engaged in a scheme to defraud government agencies and/or that Plaintiff is currently subject to a government investigation and/or that Plaintiff defrauds its dealer network.

155. Defendant is well aware that Plaintiff operates through a network of dealers in the United States and Plaintiff intends to further develop this network with other dealers in the automotive industry as well as obtain new customers.

156. Defendant has intentionally and unjustifiably interfered with the business relationships between Plaintiff and those parties by making knowingly false and misleading statements regarding Plaintiff and its product.

157. Defendant has and continues to cause Plaintiff damage, including irreparable injury to Plaintiff's business relationships with its dealers and customers, as well as Plaintiff's good will and reputation.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

A. Enter judgment in favor of Plaintiff and against Defendant on Plaintiff's causes of action stated herein;

B. Grant Plaintiff a permanent injunction enjoining Defendant and its officers, agents, servants, employees, attorneys and all other persons in active concert or participation with any of them, from:

1. Directly or indirectly infringing Plaintiff's trademarks in any manner, including but not limited to the provision, advertising, selling, or offering for sale any services that infringe Plaintiff's trademarks or trade dress; and
2. Using the REVO Marks or any reproduction, counterfeit, copy, or colorable imitation of such mark in connection with the provision, advertising, marketing, sale, offering for sale, or other use of any good or service, including on any website owned or controlled by Defendant, including but not limited to the website, www.europeanpartsemporium.com; and
3. Using any word, term, name, symbol, or device, or any combination thereof, or using any false designation of origin, false, or misleading description of fact, or false or misleading representation of fact, which is likely to cause confusion, or to cause mistake or to deceive as to the affiliation, connection, or association of Defendant with Plaintiff or as to the origin, sponsorship, or approval of a Defendant's services by Plaintiff;
4. Engaging in any other activity constituting unfair competition with Plaintiff or constituting an infringement of the REVO Marks;

5. Making any false, misleading, slanderous, defamatory, or disparaging statements or engaging in false, misleading or unfair trade practices or tortious interference with business relationships, including, without limitation, stating, claiming, suggesting, intimating or implying in any manner whatsoever that Plaintiff is seeking to defraud federal and government agencies by tampering with smog detectors, that Plaintiff has made fraudulent statements to its dealers and/or customers, committed forgery or diverted customers from its dealer network;
6. Making any other false, misleading, slanderous, disparaging or defamatory statements about Plaintiff or Plaintiff's products; and
7. Otherwise engaging in acts, either directly or through other entities, of product disparagement, slander, unfair and deceptive trade practices, unfair competition, or tortious interference with actual or prospective business relations.

B. Enter an order requiring Defendant to immediately place a corrective statement in a form, frequency, manner and publications that are acceptable to Plaintiff and the Court that expressly notifies the public that Plaintiff's does not defraud government agencies, its customers or dealers.

C. Enter an order compelling Defendant to return Plaintiff's proprietary materials, including the SPP Cable;

D. Enter an award directing the Registrar of the Infringing Domain to transfer the ownership of the Infringing Domain to Plaintiff;

E. Enter an award permanently enjoining Defendant, anyone active in concert with or in participation therewith, from registering any domain name with consists of any slogan, name, or mark confusingly similar to the REVO Marks;

- F. Enter judgment awarding Plaintiff compensatory damages, including lost profits;
- G. Order an accounting of Defendant's profits realized in connection with the sale of ~~any infringing~~ products or on account of any false association with Plaintiff and false ~~advertising~~, and an award in such amount to Plaintiff;
- H. Grant an award to Plaintiff of exemplary damages;
- I. Order recovery of compensatory punitive damages for Defendant's willful and malicious actions;
- J. Grant of an award of attorneys' fees under the Lanham Act, 15 U.S.C. § 1117; and
- K. Such other and further relief as the Court may deem just and necessary.

JURY DEMAND

Pursuant to Fed. R. Civ. P. 38(b), plaintiff hereby demands a trial by jury on all issues so triable herein.

Dated: August 13, 2015

Respectfully submitted,

/s/ Melissa A. Peña

Melissa A. Peña, Esq.

Ami Bhatt, Esq.

NORRIS McLAUGHLIN & MARCUS, P.A.

875 Third Avenue, 8th Floor

New York, New York 10022

Phone: 212-808-0700

Attorneys for Plaintiff,
RTK Technologies Limited

To: [Ex. 7]@arb.ca.gov]
From: Brooks, Phillip
Sent: Fri 9/18/2015 3:21:09 PM
Subject: FW: Notice of Violation
VW NOV Final Executed 09-18-15.pdf

See below.

From: Kaul, Meetu
Sent: Friday, September 18, 2015 10:17 AM
To: Geanacopoulos.David@vw.com; [Ex. 7]@vw.com
Cc: Brooks, Phillip; Werner, Jacqueline; Belser, Evan; stuart.drake@kirkland.com
Subject: Notice of Violation

Mr. Geanacopoulos and [Ex. 7]

Per your conversation this morning with Mr. Brooks and others, attached please find EPA's Notice of Violation issued today.

Please contact me with any questions.

Regards,

Meetu Kaul

Ms.Meetu Kaul, Attorney-Advisor

National Marine Enforcement Coordinator
United States Environmental Protection Agency
Office of Civil Enforcement - Air Enforcement Division
WJC South, Room 1117B
1200 Pennsylvania Ave., N.W. (MC 2242A)
Washington D.C. 20460 (Courier 20004)
Direct: 202-564-5472

Fax: 202-564-0069

Email: kaul.meetu@epa.gov

To: Kaul, Meetu[Kaul.Meetu@epa.gov]
From: Concur Travel
Sent: Tue 9/22/2015 6:37:25 PM
Subject: Concur Itinerary 09/24/2015: TRIP FROM WASHINGTON TO DETROIT (VT0QK6)
[DCA-DTW.ics](#)
[DTW-DCA.ics](#)
[Hampton Inn Ann Arbor North.vcf](#)

Trip Overview

Trip Name: Trip from Washington to Detroit

Start Date: September 24, 2015

End Date: September 25, 2015

Created: September 22, 2015, MEETU KAUL (Modified: September 22, 2015)

Description: **Ex. 7** for VW case **Ex. 7**
Ex. 7

Agency Record Locator: VT0QK6

Passengers: Meetu Kaul

Total Estimated Cost: **\$461.20 USD**

Important: Reservations must be approved and ticketed no later than: 09/23/2015 9:55 PM Eastern

The trip will be automatically cancelled if it is not approved before the deadline.

Reservations

Thursday, September 24, 2015



Flight Washington, DC (DCA) to Detroit, MI (DTW)

Delta 858

Departure: 03:00 PM

Seat: No seat assignment

Ronald Reagan National Arpt (DCA)

Arrival: 04:39 PM

Detroit Wayne County Arpt (DTW)

Confirmation: F7WQ6W

Status: **Confirmed**

Additional Details

Distance: 404 miles

Emissions: 173.7 lbs CO₂

Cabin: Economy (L)



Hampton Inn Ann Arbor North

2300 Green Rd
.....

Checking In: Thu Sep 24
Room 1, Days 1, Guests 1
Checking Out: Fri Sep 25

Confirmation: 84635315
Status: **Confirmed**
Rate Code: A0FA3O

Additional Information

Daily Rate: **\$105.00 USD**

Total Rate: **\$105.00 USD**

Room Details

Room Description: RoomDescriptionCodeA0FA3O



Special Instructions: Nonsmoking

Friday, September 25, 2015



Flight Detroit, MI (DTW) to Washington, DC (DCA)

Delta 1220

Departure: 07:52 PM
Seat: No seat assignment
Detroit Wayne County Arpt (DTW)
Arrival: 09:29 PM
Ronald Reagan National Arpt (DCA)

Confirmation: F7WQ6W
Status: **Confirmed**

Additional Details

Distance: 404 miles
Emissions: 173.7 lbs CO₂
Cabin: Economy (L)



Total Estimated Cost

Air

Airfare quoted amount:	\$305.12 USD
Taxes and fees:	\$51.08 USD
Air Total Price:	\$356.20 USD
Hotel:	\$105.00 USD

Total Estimated Cost:	\$461.20 USD
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TICKET NOT YET ISSUED. AIRFARE QUOTED IN ITINERARY IS NOT GUARANTEED UNTIL

TICKETS ARE ISSUED.

Remarks

FOR 24/7 TRAVEL ASSISTANCE PLEASE CONTACT
THE BCD TRAVEL TEAM AT 1-866-964-1346
FOR OUTSIDE THE US CALL COLLECT 406-496-9577
FOR THE HEARING IMPAIRED- PLEASE DIAL 711
TO ACCESS RELAY SERVICE- PROVIDE PHONE
NUMBER OF 1-866-964-1346 TO ACCESS TRAVEL

DUE TO RECENT CHANGES IN THE FY15 GOVERNMENT CITY PAIR
PROGRAM/CPP YOUR AIR RESERVATIONS ARE SUBJECT TO
CANCELLATION BY THE AIRLINES IF NOT TICKETED AT LEAST
48 HOURS PRIOR TO SCHEDULED DEPARTURE
PLEASE ENSURE ALL NECESSARY APPROVALS ARE PROCESSED IN
ACCORDANCE WITH YOUR AGENCY'S BUSINESS RULES BUT NO LESS
THAN 3 BUSINESS DAYS PRIOR TO DEPARTURE TO ENSURE TICKETING.
THIS 48 HOUR CANCELLATION RULE DOES NOT APPLY TO
INTERNATIONAL RESERVATIONS UNLESS YOUR TRIP HAS DOMESTIC
CONNECTIONS ON MORE THAN ONE AIRLINE OR THESE
RESERVATIONS REQUIRE SEPARATE AIR TICKETS.

**Flight# DL858 from DCA -> DTW
(1 hour and 39 mi ns.)**

20150924T190000Z

Version

2.0

METHOD

PUBLISH

Start Date/Time

20150924T190000Z

End Date/Time

20150924T203900Z

DTSTAMP

20150924T190000Z

Location

Summary

Flight# DL858 from DCA -> DTW
(1 hour and 39 mi ns.)

Description

Trip Overview

Trip Name: Trip from Washington to Detroit
Start Date: September 24, 2015
End Date: September 25, 2015
Created: September 22, 2015, MEETU KAUL (Modified: September 22, 2015)

Description:	Ex. 7	f or VW case.	Ex. 7
Ex. 7			

Agency Record Locator: VT0QK6
Passengers: Meetu Kaul
Total Estimated Cost: \$ 461.20 USD
Important: Reservations must be approved and ticketed no later than: 09/23/2015 9:55 PM Eastern
The trip will be automatically cancelled if it is not approved before the deadline.

Reservations

~~~~~  
Thursday, September 24, 2015  
-----

Flight Washington, DC (DCA) to Detroit, MI (DTW)  
.....

Delta 858

Departure: 03:00 PM  
Seat: No seat assignment  
Ronald Reagan National Arpt (DCA)  
Arrival: 04:39 PM  
Detroit Wayne County Arpt (DTW)  
Confirmation: F7WQ6W  
Status: Confirmed  
Distance: 404 miles  
Emissions: 173.7 lbs CO2  
Cabin : Economy (L)

Hampton Inn Ann Arbor North  
.....

2300 Green Rd  
Ann Arbor, Michigan, 48105  
US  
734-996-4444

Checking In: Thu Sep 24  
Room 1, Days 1, Guests 1 \nChecking Out: Fri Sep 25  
Confirmation: 84635315  
Status: Confirmed  
Rate Code: A0FA3O  
Daily Rate: \$ 105.00 USD  
Total Rate: \$ 105.00 USD  
Room Details  
Room Description: RoomDescriptionCodeA0FA3O  
Special Instructions: Nonsmoking \n  
Friday, September 25, 2015  
-----

Flight Detroit, MI (DTW) to Washington, DC (DCA)  
.....

Delta 1220

Departure: 07:52 PM  
Seat: No seat assignment  
Detroit Wayne County Arpt (DTW)  
Arrival: 09:29 PM  
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Confirmation: F7WQ6W  
Status: Confirmed  
Distance: 404 miles  
Emissions: 173.7 lbs CO2  
Cabin: Economy (L)

Total Estimated Cost

~~~~~

Air
Airfare quoted amount: \$ 305.12 USD
Taxes and fees: \$ 51.08 USD
Air Total Price: \$ 356.20 USD

Hote I: \$ 105.00 USD
Total Estimated Cost: \$ 461. 20 USD

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Remarks

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PHONE  
NUMBER O F 1-866-964-1346 TO ACCESS TRAVEL

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RESERVATIONS REQUIRE SEPARATE AIR TIC KETS.

\*\*\*\*\*

**UID**

VT0QK6-2015-09-24T19:00:00.000Z-2015-09-24T20:39:00.000Z@conkursolutions.com

**Priority**

3

**Time Transparency**

OPAQUE

**TRIGGER**

-PT180M

**REPEAT**

2

**DURATION**

PT60M

**ACTION**

DISPLAY

**Description**

3 Hours to your flight DCA -> DTW

**Flight# DL1220 from DTW -> DCA  
(1 hour and 37 m ins.)**

**20150925T235200Z**

**Version**

2.0

**METHOD**

PUBLISH

**Start Date/Time**

20150925T235200Z

**End Date/Time**

20150926T012900Z

**DTSTAMP**

20150925T235200Z

**Location**

**Summary**

Flight# DL1220 from DTW -> DCA  
(1 hour and 37 m ins.)

**Description**

Trip Overview

~~~~~  
Trip Name: Trip from Washington to Detroit

Start Date: September 24, 2015

End Date: September 25, 2015

Created: September 22, 2015, MEETU KAUL (Modified: September 22, 2015)

Description: **Ex. 7** if or VW case.

Ex. 7

Ex. 7

Agency Record Locator: VT0QK6

Passengers: Meetu Kaul

Total Estimated Cost: \$ 461.20 USD

Important: Reservations must be approved and ticketed no later than: 09/23/2015 9:55 PM Eastern

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Thursday, September 24, 2015  
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Delta 858

Departure: 03:00 PM  
Seat: No seat assignment  
Ronald Reagan National Arpt (DCA)  
Arrival: 04:39 PM  
Detroit Wayne County Arpt (DTW)  
Confirmation: F7WQ6W  
Status: Confirmed  
Distance: 404 miles  
Emissions: 173.7 lbs CO2  
Cabin : Economy (L)

Hampton Inn Ann Arbor North  
.....

2300 Green Rd  
Ann Arbor, Michigan, 48105  
US  
734-996-4444

Checking In: Thu Sep 24  
Room 1, Days 1, Guests 1 \nChecking Out: Fri Sep 25  
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\*\*\*\*\*

**UID**

VT0QK6-2015-09-25T23:52:00.000Z-2015-09-26T01:29:00.000Z@concursolutions.com

**Priority**

3

**Time Transparency**

OPAQUE

**TRIGGER**

-PT180M

**REPEAT**

2

**DURATION**

PT60M

**ACTION**

DISPLAY

**Description**

3 Hours to your flight DTW -> DCA



## Hampton Inn Ann Arbor North

2300 Green Rd,;Ann Arbor;Michigan;48105;US

734-996-4444 ( Work Voice )

734-996-0196 ( Work Fax )

### Version

2.1

### Organization

Hampton Inn Ann Arbor North

Telephone Number ( Work Voice )

734-996-4444

Telephone Number ( Work Fax )

734-996-0196

Address ( Work )

*P.O. Address:*

*Extended Address:*

*Street:* 2300 Green Rd,

*Locality:* Ann Arbor

*Region:* Michigan

*Postal Code:* 48105

*Country:* US

Delivery Label ( Work )

2300 Green Rd,;Ann Arbor;Michigan;48105;US

### Comment

Checkin Time: 15:00

Checkout Time: 12:00

Directions to Hotel:

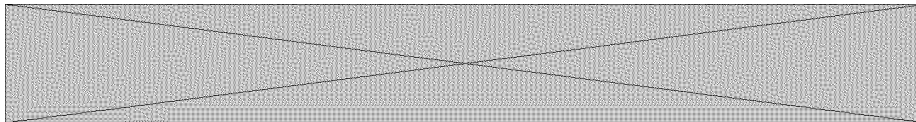
- Additional Directions The Hampton Inn Hotel In Ann Arbor North Is Easily Accessible Via The Easy Directions Below From Metro Airport Take I-94 West And Merge Onto US-23 North At Exit 180b. From US-23 Take Exit 41 Plymouth Road. Turn Left Onto Plymouth Road And Turn Right Onto Green Road At The Traffic Light.

### Last Revision

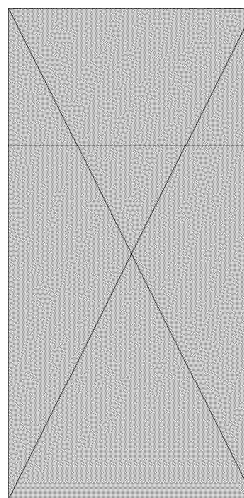
9/22/2015 2:37:25 PM

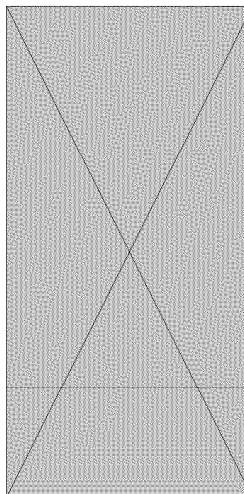
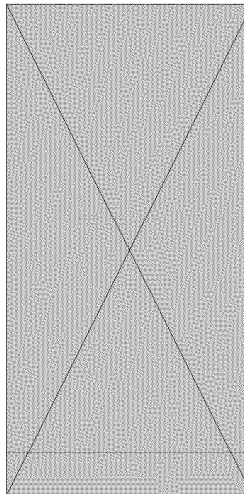
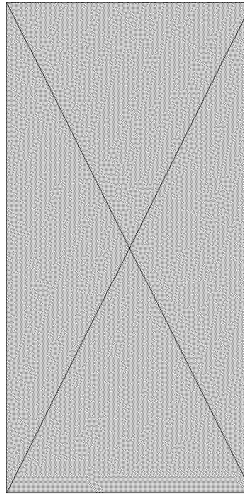
**To:** Grundler, Christopher[grundler.christopher@epa.gov]  
**From:** NGT News  
**Sent:** Thur 9/24/2015 9:12:34 AM  
**Subject:** Major CNG Station Developer Is for Sale

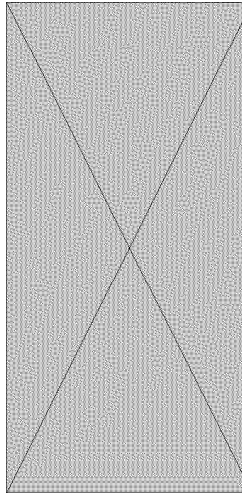
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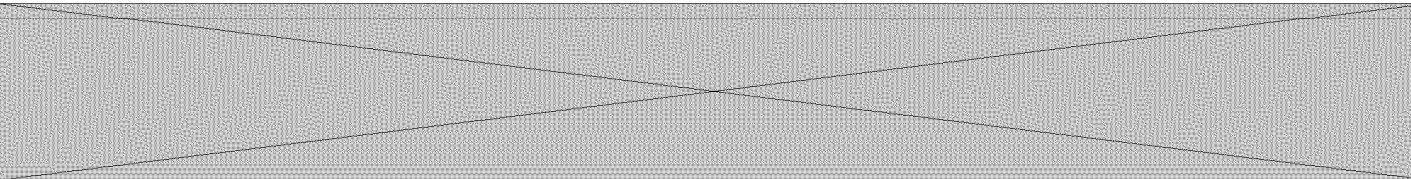




#### **For Sale: Station Developer Trillium CNG**

on 23 Sep 2015 by [NGTNews](#)

WEC Energy Group, a Milwaukee-based electric and natural gas delivery company, is looking to sell its Trillium CNG subsidiary. Headquartered in Chicago, Trillium CNG is a major provider of compressed natural gas (CNG) station design, construction, and operations and maintenance services. Integrys Transportation Fuels, doing business as Trillium CNG, recently became a part of WEC Energy [\[read more\]](#)



#### **Colorado Agency Prepares New Round of Alt-Fuel Vehicle Grants**

on 23 Sep 2015 by [NGTNews](#)

The Regional Air Quality Council (RAQC) has announced it will open the application period for its latest round of funding under the ALT Fuels Colorado grant program on Oct. 1. Through the federally funded state program, the RAQC offers grants to cover up to 80% of the incremental cost of purchasing or leasing new OEM Class [\[read more\]](#)

#### **TruStar Energy Opens Public CNG Station in Louisiana**

on 23 Sep 2015 by [NGTNews](#)

TruStar Energy has opened a company-owned public compressed natural gas (CNG) station at 515 E. Verot School Rd., Lafayette, La. The company says its new station, which features two traffic lanes and two fast-fill pumps, will help facilitate continued growth of natural gas as a transportation fuel in the Louisiana market. "By building out the CNG [\[read more\]](#)



### **Volkswagon CEO Resigns Amid Diesel Emissions Scandal**

on 23 Sep 2015 by [NGTNews](#)

On Wednesday, Martin Winterkorn resigned as CEO of Volkswagen, days after the U.S. Environmental Protection Agency (EPA) accused the vehicle manufacturer of installing software in a variety of its diesel passenger vehicles to cheat emissions testing. Although Winterkorn had issued a statement saying he was "deeply sorry that we have broken the trust of our customers [\[read more\]](#)

### **DHL Orders UQM-Equipped Electric Delivery Trucks from Zenith**

on 23 Sep 2015 by [NGTNews](#)

UQM Technologies Inc. has announced that Zenith Motors LLC has received an order for 45 all-electric trucks from major package delivery firm DHL Express USA. The Zenith delivery vehicles are powered by the UQM PowerPhase Pro 135 propulsion systems. "Zenith has been greatly anticipating this order with DHL and is excited to have the opportunity to [\[read more\]](#)



### **Texas Construction Firm Launches CNG Pilot Program**

on 22 Sep 2015 by [NGTNews](#)

TDIndustries, a Dallas-based mechanical construction and facility service company, has launched a compressed natural gas (CNG) vehicle pilot program to determine the viability of the alternative fuel for its large fleet. According to Jason Cinek, senior vice president of TDIndustries, the company tapped Dallas-based NGV Texas Inc. to convert two 2014 Ford E-350 service vans to [\[read more\]](#)

### **Advanced Disposal Embraces CNG for Macon, Ga., Operations**

on 22 Sep 2015 by [NGTNews](#)

Advanced Disposal, a refuse and recycling company that operates in more than a dozen states, recently opened its seventh compressed natural gas (CNG) station, located at its hauling facility at 2201 Trade Dr. in Macon, Ga. Fifteen of the company's trucks currently refuel at the private slow-fill station every night, and Advanced Disposal plans to expand [\[read more\]](#)



### **Hexagon Debuts Type 4 CNG Tank for Refuse and Transit Market**

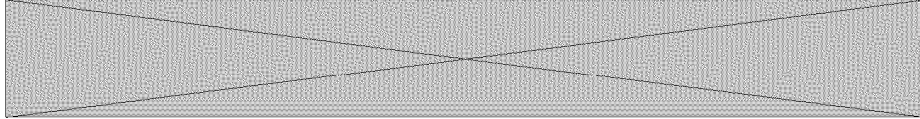
on 22 Sep 2015 by [NGTNews](#)

Nebraska-based Hexagon Lincoln Inc., a subsidiary of Hexagon Composites, has introduced its all-carbon, 16-inch-diameter, Type 4 compressed natural gas (CNG) pressure vessel for the transit bus and refuse market. The company debuted the new tank in Denver last week at the North American Natural Gas Vehicle Conference and Expo. According to Hexagon, the new tanks are [\[read more\]](#)

### **Wind-Powered Hydrogen Refueling Station Opens in U.K.**

on 22 Sep 2015 by [NGTNews](#)

U.K.-based ITM Power has opened a wind-powered, public-access hydrogen refueling station at the Advanced Manufacturing Park in South Yorkshire. The station, which was supported by funding from Innovate UK, consists of a 225 kW wind turbine coupled directly to an electrolyzer, 220 kg of hydrogen storage, a hydrogen dispensing unit and a 30 kW fuel cell [\[read more\]](#)



### **Report: North America Represents the Biggest Light-Duty PHEV Market**

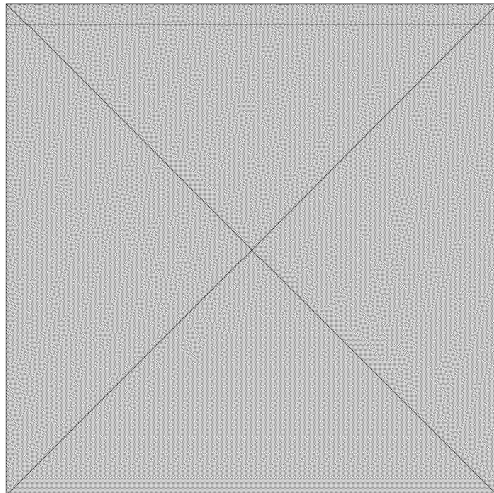
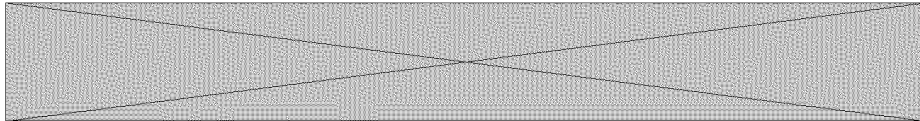
on 22 Sep 2015 by [NGTNews](#)

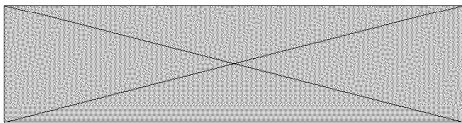
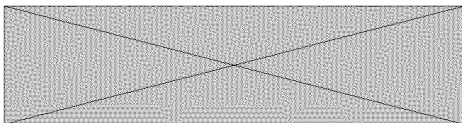
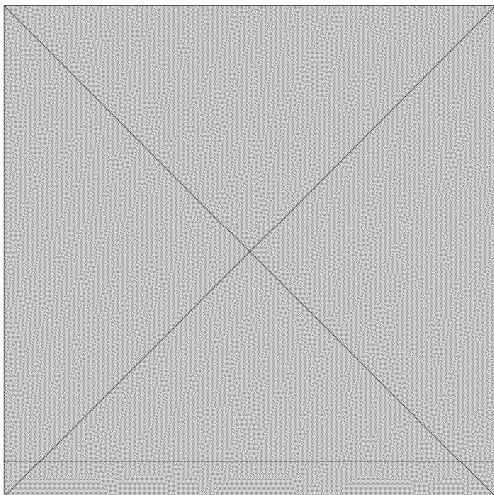
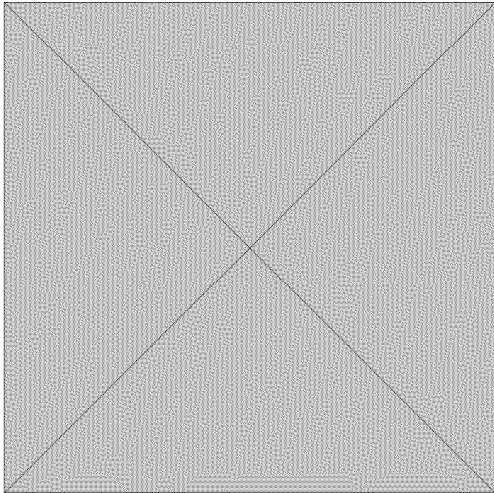
North America is currently the world's largest market for plug-in electric vehicles (PEVs), with more than 133,000 sold in 2014 and the majority of vehicles concentrated in California, according to a report from Navigant Research. The firm expects sales of such vehicles in North America to total nearly 7.4 million from 2015 to 2024. Overall, the [\[read more\]](#)

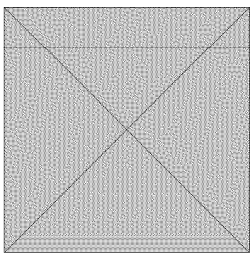
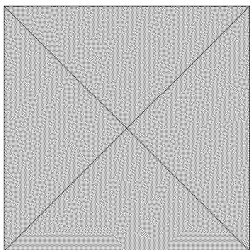
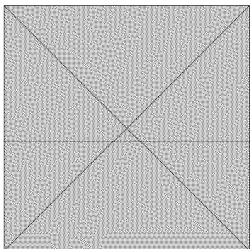
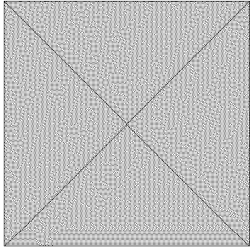
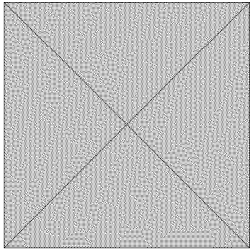
### **ICT Renews Partnership with University on Natural Gas Tanks**

on 22 Sep 2015 by [NGTNews](#)

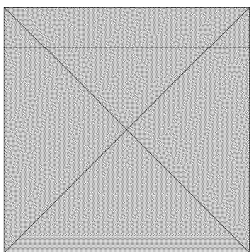
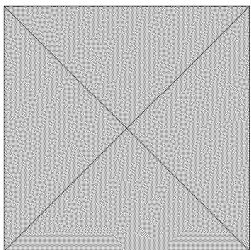
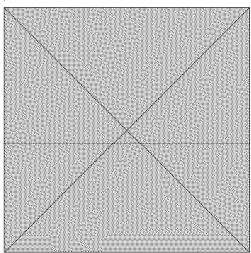
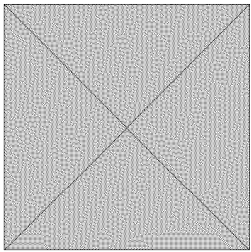
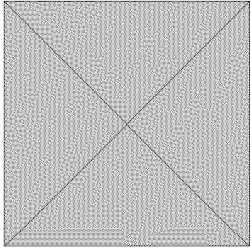
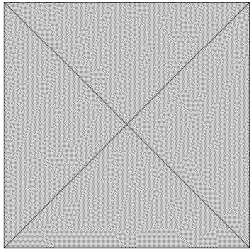
Infinite Composites Technologies (ICT), formerly CleanNG, and Oklahoma State University-Tulsa have signed a facility use agreement providing the company with access to the OSU-Tulsa Helmerich Research Center's Next Generation Materials Lab. The agreement will enable ICT to continue development and prototype production of the iCPV, a liner-less, composite fuel storage system. The natural gas fuel tank [\[read more\]](#)

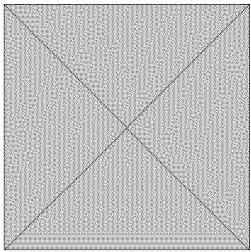
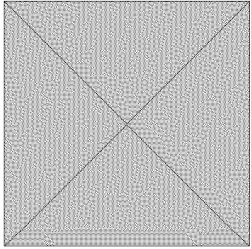
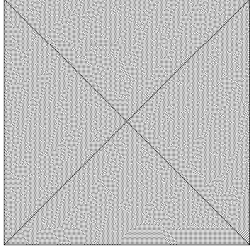












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# Why urban air quality hasn't been improving

Improving environmental assessments of urban vehicle emissions...

**A**ir quality in European towns and cities hasn't been improving as expected. The evermore stringent EU vehicle emission standards were perceived to deliver cleaner air, but levels of a key pollutant in our busy streets haven't been falling. As concentrations of the pollutant in question, nitrogen dioxide (NO<sub>2</sub>), are often above EC air quality standards (limit values) in European urban areas, nations are exposed to potential infraction fines for non-compliance with EU law. There's also stronger evidence of the health effects of NO<sub>2</sub> emerging, with the World Health Organization classifying diesel engine exhaust as carcinogenic to humans in June 2012.

So why hasn't air quality been improving? Modern diesel vehicle emission controls underperform in urban driving conditions when exhaust gases from the engine are relatively cool, inhibiting the operation of catalysts and filters. Such stop-start traffic motions are commonplace in the streets of our towns and cities, but aren't adequately represented in the legislated vehicle emission standard test conditions.

By surveying the emissions from large numbers of vehicles as they drive through a testing station, research at the Institute for Transport Studies (ITS) has highlighted the deficiencies in diesel vehicle emission controls in urban driving conditions. The remote sensing approach scans the exhaust plume trailing a vehicle as it drives through the measurement station, whilst accounting for fluctuating background levels. Knowing the vehicle's specification (e.g. 2008, diesel car, 2.0 litre, Audi A4) from its number plate allows the emission

performance of individual vehicles and fleet averages to be assessed. By amassing a large database of more than a quarter of a million remote sensing measurements with corresponding detailed vehicle information, the oxides of nitrogen emission performance of diesel cars and vans in urban driving conditions have been shown to have changed little in the past 10-20 years. As it is now expected that future EU measures and vehicle emission standards are also likely to under deliver, the task of improving urban air quality is going to be significantly more challenging than was envisaged.

Worringly from a local air quality perspective, diesel cars are more popular than ever. In 2010, sales of diesel cars overtook those with petrol engines for the first time. European Commission and UK policies are encouraging the purchase of new diesel cars over their petrol-driven counterparts, due to their lower carbon dioxide (CO<sub>2</sub>) emission ratings. Whilst this shift in purchasing behaviour is helping motor manufacturers meet their average car CO<sub>2</sub> rating targets (gCO<sub>2</sub>/km) in place from 2012 onwards, the trade-off has been a halt in urban air quality improvements. Motor manufacturers face a similar trade-off between CO<sub>2</sub> and emissions of local air quality pollutants, but at a vehicle level as they optimise the operation of the engine and emission controls. Motor manufacturers are complying with the emissions legislation by developing exhaust after-treatment technologies and configuring their operation for the test conditions. The accelerations in the artificial test cycle are, however, slight in comparison with those of 'normal' driving.

Real-world driving with prompter accelerations demands more power from the engine. At higher power demands more emphasis is given to vehicle performance than the emissions of local air quality pollutants. As the complexity and sophistication of engine management and exhaust after-treatment systems have increased, so has the potential for motor manufacturers to optimise their operation for the legislated test conditions to a greater degree, at the disregard of 'normal' on-road operations. There are also concerns about how the performance of the complex, multi-component diesel emission control systems will degrade with time and usage.

## Routes to cleaner air

If urban air quality is to improve and standards are to be achieved, it is of the paramount importance that the next generation of Euro 6 diesel vehicles emit considerably less NO<sub>x</sub> and NO<sub>2</sub> in urban driving conditions. The Euro 6 legislation will be extended to reflect emissions under 'normal conditions', but the testing methodology is not yet defined. Defra and DfT should ensure that the Euro 6 testing and evaluation methods extensions do deliver reductions in NO<sub>x</sub> emissions on the road, in line with the standards.

The development and putting in place of Low Emission Strategies that incentivise and support the innovation of cleaner vehicle technologies will benefit both the global and local environment. Improving the resolution and reliability of vehicles' CO<sub>2</sub> and fuel-efficiency ratings, for example, providing more realistic figures for both urban and motorway driving conditions, would help consumers



select the cleanest and energy-efficient vehicle for their needs.

As the current testing procedures don't adequately represent real urban driving conditions with its frequent stop-start motions, the benefits of hybrid drive systems that recover and re-use the kinetic energy that would have otherwise been lost under braking are currently under sold. As modern petrol and petrol-hybrid cars emit NO<sub>x</sub> at very low levels in urban driving, measures that promote these as city cars, over those with diesel engines, would be beneficial.

The balance of air quality research effort and funding has historically been focused on studying the problem, not its source. Vehicle emission assessments from independent laboratories are sparse. If the recent gulf in understanding between the perceived and actual emission performance of vehicles is not to be repeated, more effort should be directed at investigating vehicle emissions, whether in a laboratory or on the road. The emergence of the remote sensing as a cost-effective tool for independently assessing the

on-road emission performance of thousands of vehicles now offers an opportunity to:

- \* Get an early evaluation of Euro 6 diesel vehicles as they penetrate the operational fleet, greatly enhancing projections of vehicle emissions and air quality levels for future years;
- \* Study whether vehicles engines and their emission controls degrade with age and usage as expected; and
- \* Identify high-emitting vehicles.

#### Vehicle emission research at ITS, University of Leeds

As well as maintaining and operating the only vehicle emission remote sensing facility currently in the UK, ITS has also developed, validated and demonstrated the next generation of coupled traffic – vehicle emission modelling tools that are better able to consider urban stop-start driving conditions, driver behaviour, road gradient, etc.

Dynamic modelling of the whole vehicle fleet of light and heavy-duty vehicles, both old and new, provides

improved environmental assessments of traffic networks, management strategies, local sustainable transport initiatives and vehicle technology developments. This well-specified traffic-vehicle emission modelling approach is currently providing the most reliable assessments hitherto of policies such as Low Emission Zones, which are being given serious consideration across Europe as a key policy to combat worsening air.

ITS

UNIVERSITY OF LEEDS

Dr James Tate  
Lecturer

Institute for Transport Studies  
University of Leeds

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j.e.tate@its.leeds.ac.uk  
www.its.leeds.ac.uk

**To:** Grundler, Christopher[grundler.christopher@epa.gov]  
**From:** Shepardson, David  
**Sent:** Wed 9/23/2015 2:23:07 AM  
**Subject:** hey

I am writing a tick tock of how this went down for Thursday

Did you see this in WSJ -- just got posted

In early August, a senior Volkswagen official flew from Germany to an automotive conference in Traverse City, Mich., to meet with a U.S. executive for the auto maker and a top California regulator to discuss the discrepancies, said a person familiar with the matter. At a resort in the northern Michigan town, suffering from power outages from an intense thunderstorm, the Volkswagen officials repeated claims that the failing emissions tests were the result of technical problems.

California regulators continued questioning Volkswagen about the higher emissions. In August, at a transportation and energy conference in Pacific Grove, Calif., a U.S. Volkswagen official approached the senior California regulator again, this time with a disclosure: The German auto maker had been using defeat devices to circumvent emissions tests, one of the people said.

On Sept. 3, California regulators, EPA officials and Volkswagen officials convened a conference call. Volkswagen gave a detailed presentation showing nearly a half million cars sold since 2008 had dual-calibration software allowing vehicles to meet emissions tests but pollute more during normal driving conditions, one of the people said.

Even after that call, Volkswagen pleaded for certification of its 2016 models, claiming it had swelling inventories that it needed to get to showrooms, the people said. Regulators refused.

David Shepardson  
Detroit News Washington Bureau Chief  
529 14th Street NW Suite 969  
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(202) 365-8210 (mobile)  
twitter.com/davidshepardson

**To:** Grundler, Christopher[grundler.christopher@epa.gov]  
**From:** Jeff Plungis (BLOOMBERG/ NEWSROOM:)  
**Sent:** Tue 9/22/2015 5:16:36 PM  
**Subject:** Question on comments to Detroit News

Chris:

I'm trying to confirm the on-the-record comments you made to the Detroit News yesterday, that EPA is expanding its review to include the Audi 3.0L V6 and Porsche Cayenne, which has the same engine. Both already were certified for 2016. And that the engines were certified before the agency knew the information about VW's defeat device.

This information is now public. We'd just like to confirm with the original source that it's true and be as accurate as we can in our descriptions going forward.

I have been working with Liz Purchia and Julia Valentine in the press office but haven't heard from them since last night.

Jeff Plungis  
Bloomberg News  
1399 New York Avenue, NW  
Washington, DC 20005  
202/624-1835 (direct)  
202/744-9768 (mobile)  
[jplungis@bloomberg.net](mailto:jplungis@bloomberg.net)  
Twitter: @jplungis

**To:** Cook, Leila[cook.leila@epa.gov]  
**Cc:** Grundler, Christopher[grundler.christopher@epa.gov]  
**From:** Nancy Kruger  
**Sent:** Tue 9/22/2015 1:10:25 PM  
**Subject:** VW defeat devices

Hi Lee,

You're probably already on this, but can Chris please also address the VW defeat device issue in his remarks at the NACAA meeting?

Thanks.

-Nancy

---

Nancy Kruger

Deputy Director

National Association of Clean Air Agencies

444 North Capitol Street, NW

Suite 307

Washington, DC 20001

tel: (202) 624-7864

fax: (202) 624-7863

nkruger@4cleanair.org

www.4cleanair.org



**To:** Meetu Kaul [Ex. 6]  
**From:** Kaul, Meetu  
**Sent:** Fri 9/25/2015 12:27:53 AM  
**Subject:** FW: Concur Itinerary 09/24/2015: TRIP FROM WASHINGTON TO DETROIT (VT0QK6)  
[DCA-DTW.ics](#)  
[DTW-DCA.ics](#)  
[Hampton Inn Ann Arbor North.vcf](#)

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Ms.Meetu Kaul, Attorney-Advisor

United States Environmental Protection Agency  
Office of Civil Enforcement - Air Enforcement Division  
WJC South, Room 1117B  
1200 Pennsylvania Ave., N.W. (MC 2242A)  
Washington D.C. 20460 (Courier 20004)  
Direct: 202-564-5472  
Fax: 202-564-0069  
Email: kaul.meetu@epa.gov

**From:** Concur Travel [mailto:TravelWizard@concursolutions.com]  
**Sent:** Tuesday, September 22, 2015 2:37 PM  
**To:** Kaul, Meetu  
**Subject:** Concur Itinerary 09/24/2015: TRIP FROM WASHINGTON TO DETROIT (VT0QK6)

Trip Name: Trip from Washington to Detroit

Start Date: September 24, 2015

End Date: September 25, 2015

Created: September 22, 2015, MEETU KAUL (Modified: September 22, 2015)

Description: [Ex. 7] for VW case.

[Ex. 7]

Trip Purpose: [Ex. 7]

Agency Record Locator: VT0QK6

Passengers: Meetu Kaul

Total Estimated Cost: \$461.20 USD

Important: Reservations must be approved and ticketed no later than: 09/23/2015 9:55 PM Eastern

The trip will be automatically cancelled if it is not approved before the deadline.



## Flight Washington, DC (DCA) to Detroit, MI (DTW)

**Delta 858**

**Departure: 03:00 PM**

**Confirmation: F7WQ6W**

**Seat:**No seat assignment

**Status:** Confirmed

Ronald Reagan National Arpt (DCA)

**Arrival: 04:39 PM**

Detroit Wayne County Arpt (DTW)

### **Additional Details**

Distance: 404 miles

Emissions: 173.7 lbs CO<sub>2</sub>

Cabin: Economy (L)



## Hampton Inn Ann Arbor North

**Checking In: Thu Sep 24**

**Confirmation: 84635315**

Room 1, Days 1, Guests 1

Status: Confirmed

**Checking Out: Fri Sep 25**

Rate Code: A0FA3O

**Additional Information**

Daily Rate: \$105.00 USD

Total Rate: \$105.00 USD

**Room Details**

Room Description: RoomDescriptionCodeA0FA3O

Special Instructions: Nonsmoking



**Flight Detroit, MI (DTW) to Washington, DC (DCA)**

**Delta 1220**

**Departure: 07:52 PM**

**Confirmation: F7WQ6W**

Seat: No seat assignment

Status: Confirmed

Detroit Wayne County Arpt (DTW)

**Arrival: 09:29 PM**

Ronald Reagan National Arpt (DCA)

**Additional Details**

Distance: 404 miles

Emissions: 173.7 lbs CO<sub>2</sub>

Cabin: Economy (L)



Air

**Airfare quoted amount:**

**Taxes and fees:** \$51.08 USD  
**Air Total Price:** \$356.20 USD  
**Hotel:** \$105.00 USD

**Total Estimated Cost: \$461.20 USD**

**TICKET NOT YET ISSUED. AIRFARE QUOTED IN ITINERARY IS NOT GUARANTEED UNTIL TICKETS ARE ISSUED.**

FOR 24/7 TRAVEL ASSISTANCE PLEASE CONTACT  
THE BCD TRAVEL TEAM AT 1-866-964-1346  
FOR OUTSIDE THE US CALL COLLECT 406-496-9577  
FOR THE HEARING IMPAIRED- PLEASE DIAL 711  
TO ACCESS RELAY SERVICE- PROVIDE PHONE  
NUMBER OF 1-866-964-1346 TO ACCESS TRAVEL  
\*\*\*\*\*

DUE TO RECENT CHANGES IN THE FY15 GOVERNMENT CITY PAIR  
PROGRAM/PPP YOUR AIR RESERVATIONS ARE SUBJECT TO  
CANCELLATION BY THE AIRLINES IF NOT TICKETED AT LEAST  
48 HOURS PRIOR TO SCHEDULED DEPARTURE  
PLEASE ENSURE ALL NECESSARY APPROVALS ARE PROCESSED IN  
ACCORDANCE WITH YOUR AGENCY'S BUSINESS RULES BUT NO LESS  
THAN 3 BUSINESS DAYS PRIOR TO DEPARTURE TO ENSURE TICKETING.  
THIS 48 HOUR CANCELLATION RULE DOES NOT APPLY TO  
INTERNATIONAL RESERVATIONS UNLESS YOUR TRIP HAS DOMESTIC  
CONNECTIONS ON MORE THAN ONE AIRLINE OR THESE  
RESERVATIONS REQUIRE SEPARATE AIR TICKETS.  
\*\*\*\*\*

**Flight# DL858 from DCA -> DTW  
(1 hour and 39 minutes.)**

**20150924T190000Z**

**Version**

2.0

**METHOD**

PUBLISH

**Start Date/Time**

20150924T190000Z

**End Date/Time**

20150924T203900Z

**DTSTAMP**

20150924T190000Z

**Location**

**Summary**

Flight# DL858 from DCA -> DTW  
(1 hour and 39 minutes.)

**Description**

Trip Overview

~~~~~  
Trip Name: Trip from Washington to Detroit

Start Date: September 24, 2015

End Date: September 25, 2015

Created: September 22, 2015, MEETU KAUL (Modified: September 22, 2015)

Description: Ex. 7 support for VW case

Ex. 7

Ex. 7

Agency Record Locator: VTUQK6

Passengers: Meetu Kaul

Total Estimated Cost: \$ 461.20 USD

Important: Reservations must be approved and ticketed no later than: 09/23/2015 9:55 PM Eastern
The trip will be automatically cancelled if it is not approved before the deadline.

Reservations

~~~~~  
Thursday, September 24, 2015  
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Flight Washington, DC (DCA) to Detroit, MI (DTW)  
.....

Delta 858

Departure: 03:00 PM  
Seat: No seat assignment  
Ronald Reagan National Arpt (DCA)  
Arrival: 04:39 PM  
Detroit Wayne County Arpt (DTW)  
Confirmation: F7WQ6W  
Status: Confirmed  
Distance: 404 miles  
Emissions: 173.7 lbs CO<sub>2</sub>  
Cabin : Economy (L)

Hampton Inn Ann Arbor North  
.....

2300 Green Rd  
Ann Arbor, Michigan, 48105  
US  
734-996-4444

Checking In: Thu Sep 24  
Room 1, Days 1, Guests 1 \nChecking Out: Fri Sep 25  
Confirmation: 8463531 5  
Status: Confirmed  
Rate Code: A0FA3O  
Daily Rate: \$ 105.00 USD  
Total Rate: \$ 105.00 USD  
Room Details  
Room Description: RoomDescriptionCodeA0FA3O  
Special Instructions: Nonsmoking \n  
Friday, September 25, 2015  
-----

Flight Detroit, MI (DTW) to Washington, DC (DCA)  
.....

Delta 1220

Departure: 07:52 PM  
Seat: No seat assignment  
Detroit Wayne County Arpt (DTW)  
Arrival: 09:29 PM  
Ronald Reagan National Arpt (DCA)  
Confirmation: F7WQ6W  
Status: Confirmed  
Distance: 404 miles  
Emissions: 173.7 lbs CO<sub>2</sub>  
Cabin: Economy (L)

Total Estimated Cost

~~~~~  
Air
Airfare quoted amount: \$ 305.12 USD
Taxes and fees: \$ 51.08 USD
Air Total Price: \$ 356.20 USD

Hote I: \$ 105.00 USD
Total Estimated Cost: \$ 461. 20 USD

TICKET NOT YET ISSUED. AIRFARE QUOTED I N ITINERARY IS NOT GUARANTEED UNTIL
TICKETS ARE IS SUED.

Remarks

~~~~~

FOR 24/7 TRAVEL ASSISTAN CE PLEASE CONTACT  
THE BCD TRAVEL TEAM AT 1-866-9 64-1346  
FOR OUTSIDE THE US CALL COLLECT 406-496- 9577  
FOR THE HEARING IMPAIRED- PLEASE DIAL 711 \nTO ACCESS RELAY SERVICE- PROVIDE  
PHONE  
NUMBER O F 1-866-964-1346 TO ACCESS TRAVEL

\*\*\*\*\*

DUE TO RECENT CHANGES IN T HE FY15 GOVERNMENT CITY PAIR  
PROGRAM/CPP YOUR AI R RESERVATIONS ARE SUBJECT TO  
CANCELLATION BY TH E AIRLINES IF NOT TICKETED AT LEAST  
48 HOURS PRI OR TO SCHEDULED DEPARTURE  
PLEASE ENSURE ALL NECE SSARY APPROVALS ARE PROCESSED IN  
ACCORDANCE WITH YOUR AGENCY'S BUSINESS RULES BUT NOLESS  
THAN 3 B USINESS DAYS PRIOR TO DEPARTURE TO ENSURE TICKETIN G.  
THIS 48 HOUR CANCELLATION RULE DOES NOT APPLY TO  
INTERNATIONAL RESERVATIONS UNLESS YOUR TRIP HAS DOMESTIC  
CONNECTIONS ON MORE THAN ONE AIRLIN E OR THESE  
RESERVATIONS REQUIRE SEPARATE AIR TIC KETS.

\*\*\*\*\*

**UID**

VT0QK6-2015-09-24T19:00:00.000Z-2015-09-24T20:39:00.000Z@conkursolutions.com

**Priority**

3

**Time Transparency**

OPAQUE

**TRIGGER**

-PT180M

**REPEAT**

2

**DURATION**

PT60M

**ACTION**

DISPLAY

**Description**

3 Hours to your flight DCA -> DTW

**Flight# DL1220 from DTW -> DCA  
(1 hour and 37 m ins.)**

**20150925T235200Z**

**Version**

2.0

**METHOD**

PUBLISH

**Start Date/Time**

20150925T235200Z

**End Date/Time**

20150926T012900Z

**DTSTAMP**

20150925T235200Z

**Location**

**Summary**

Flight# DL1220 from DTW -> DCA  
(1 hour and 37 m ins.)

**Description**

Trip Overview

~~~~~  
Trip Name: Trip from Washington to Detroit

Start Date: September 24, 2015

End Date: September 25, 2015

Created: September 22, 2015, MEETU KAUL (Modified: September 22, 2015)

Description:

Ex. 7	if or VW case.
-------	----------------

Ex. 7

Ex. 7

Agency Record Locator: VT0QK6

Passengers: Meetu Kaul

Total Estimated Cost: \$ 461.20 USD

Important: Reservations must be approved and ticketed no later than: 09/23/2015 9:55 PM Eastern

The trip will be automatically cancelled if it is not approved before the deadline.

Reservations

~~~~~  
Thursday, September 24, 2015  
-----

Flight Washington, DC (DCA) to Detroit, MI (DTW)  
.....

Delta 858



Departure: 03:00 PM  
Seat: No seat assignment  
Ronald Reagan National Arpt (DCA)  
Arrival: 04:39 PM  
Detroit Wayne County Arpt (DTW)  
Confirmation: F7WQ6W  
Status: Confirmed  
Distance: 404 miles  
Emissions: 173.7 lbs CO2  
Cabin : Economy (L)

Hampton Inn Ann Arbor North  
.....

2300 Green Rd  
Ann Arbor, Michigan, 48105  
US  
734-996-4444

Checking In: Thu Sep 24  
Room 1, Days 1, Guests 1 \nChecking Out: Fri Sep 25  
Confirmation: 8463531 5  
Status: Confirmed  
Rate Code: A0FA3O  
Daily Rate: \$ 105.00 USD  
Total Rate: \$ 105.00 USD  
Room Details  
Room Description: RoomDescriptionCodeA0FA3O  
Special Instructions: Nonsmoking \n  
Friday, September 25, 2015  
-----

Flight Detroit, MI (DTW) to Washington, DC (DCA)  
.....

Delta 1220

Departure: 07:52 PM  
Seat: No seat assignment  
Detroit Wayne County Arpt (DTW)  
Arrival: 09:29 PM  
Ronald Reagan National Arpt (DCA)  
Confirmation: F7WQ6W  
Status: Confirmed  
Distance: 404 miles  
Emissions: 173.7 lbs CO2  
Cabin: Economy (L)

Total Estimated Cost

~~~~~  
Air
Airfare quoted amount: \$ 305.12 USD
Taxes and fees: \$ 51.08 USD
Air Total Price: \$ 356.20 USD

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Remarks

~~~~~

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FOR THE HEARING IMPAIRED- PLEASE DIAL 711 \nTO ACCESS RELAY SERVICE- PROVIDE  
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DUE TO RECENT CHANGES IN T HE FY15 GOVERNMENT CITY PAIR  
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\*\*\*\*\*

**UID**

VT0QK6-2015-09-25T23:52:00.000Z-2015-09-26T01:29:00.000Z@concursolutions.com

**Priority**

3

**Time Transparency**

OPAQUE

**TRIGGER**

-PT180M

**REPEAT**

2

**DURATION**

PT60M

**ACTION**

DISPLAY

**Description**

3 Hours to your flight DTW -> DCA

## Hampton Inn Ann Arbor North

2300 Green Rd,;Ann Arbor;Michigan;48105;US

734-996-4444 ( Work Voice )

734-996-0196 ( Work Fax )

### Version

2.1

### Organization

Hampton Inn Ann Arbor North

Telephone Number ( Work Voice )

734-996-4444

Telephone Number ( Work Fax )

734-996-0196

Address ( Work )

*P.O. Address:*

*Extended Address:*

*Street:* 2300 Green Rd,

*Locality:* Ann Arbor

*Region:* Michigan

*Postal Code:* 48105

*Country:* US

Delivery Label ( Work )

2300 Green Rd,;Ann Arbor;Michigan;48105;US

### Comment

Checkin Time: 15:00

Checkout Time: 12:00

Directions to Hotel:

- Additional Directions The Hampton Inn Hotel In Ann Arbor North Is Easily Accessible Via The Easy Directions Below From Metro Airport Take I-94 West And Merge Onto Us-23 North At Exit 180b. From Us-23 Take Exit 41 Plymouth Road. Turn Left Onto Plymouth Road And Turn Right Onto Green Road At The Traffic Light.

### Last Revision

9/22/2015 2:37:25 PM

**To:** Ex. 6  
**From:** Kaul, Meetu  
**Sent:** Mon 9/21/2015 6:58:08 PM  
**Subject:** RE: 2009 Jetta TDI - NOV

Sorry, forgot to mention that the information that I do have can be found at:

<http://www3.epa.gov/otaq/cert/violations.htm>

---

Ms.Meetu Kaul, Attorney-Advisor

National Marine Enforcement Coordinator  
United States Environmental Protection Agency  
Office of Civil Enforcement - Air Enforcement Division  
WJC South, Room 1117B  
1200 Pennsylvania Ave., N.W. (MC 2242A)  
Washington D.C. 20460 (Courier 20004)  
Direct: 202-564-5472  
Fax: 202-564-0069  
Email: kaul.meetu@epa.gov

**From:** Kaul, Meetu  
**Sent:** Monday, September 21, 2015 1:42 PM  
**To:** 'Vale Ostrovkin'  
**Subject:** RE: 2009 Jetta TDI - NOV

Hello,

Thank you for your email. The EPA is currently investigating this matter, including what an appropriate remedy may be for alleged violations. I don't have any further information on potential remedies at this time. However, EPA enforcement case resolutions generally do not include any kind of compensation for customers as may be available with private lawsuits like class actions.

Sorry I don't have more information for you.

Regards,

Meetu Kaul

---

Ms.Meetu Kaul, Attorney-Advisor

National Marine Enforcement Coordinator  
United States Environmental Protection Agency  
Office of Civil Enforcement - Air Enforcement Division  
WJC South, Room 1117B  
1200 Pennsylvania Ave., N.W. (MC 2242A)  
Washington D.C. 20460 (Courier 20004)  
Direct: 202-564-5472  
Fax: 202-564-0069  
Email: [kaul.meetu@epa.gov](mailto:kaul.meetu@epa.gov)

**From:** Vale Ostrovkin

**Ex. 6**

**Sent:** Monday, September 21, 2015 2:54 AM

**To:** Kaul, Meetu

**Subject:** 2009 Jetta TDI - NOV

Hello,

I live in Washington state, currently drive a 2009 Jetta TDI and my tabs will expire soon. Due to the defeat device, I won't be able to renew my tabs, and might have to purchase a new car in order to drive to work and school. Is there any action that diesel owners affected by this like myself are able to take? I bought my car used with an expensive warranty at a volkswagan dealership because I care about my own carbon footprint and I hoped to lower emissions (which

didn't happen....).

The ideal solution would be a refund from VW for the car and warranty so I can buy something like a volt or prius but I wanted to ask you what would or could happen. I apologize if I'm being confusing in what I'm asking.

Thanks,  
Valensce Ostrovkin

**To:** Kaul, Meetu[Kaul.Meetu@epa.gov]  
**From:** Ex. 6  
**Sent:** Mon 9/21/2015 7:19:48 PM  
**Subject:** 2012 vw passat

Hello Mr. Kaul,

I have read the notice the EPA sent to Volkswagen. I have a 2012 Passat diesel. I see that the notice contains a table that includes the 2012 and 2013 Passat vehicles as containing the offending AECD. However, the recall and other information contained online does not list 2012 and 2013 Passats, only the 2014 and 2015. Can you comment on why the 2012 and 2013 Passats are not included in the recall at this time when they contain the same AECD?

Thank you for your time,

**Ex. 6**